

Tangipahoa Parish Council
Tangipahoa Parish Gordon A Burgess Governmental Building
206 East Mulberry Street, Amite, LA 70422
Regular Meeting Immediately Following Public Hearing
May 13, 2024

PUBLIC NOTICE Is Hereby Given That The Tangipahoa Parish Council Will Meet In Regular Session on Monday, May 13, 2024, Immediately Following the Public Hearing at 5:30 PM at the Tangipahoa Parish Gordon A Burgess Governmental Building, 206 East Mulberry Street, Amite, Louisiana, contact number (985)748-3211 on the following:

PUBLIC HEARING

T.P. Ordinance No. 24-14 - An Ordinance of the Tangipahoa Parish Council-President Government approving an ad valorem tax exemption of up to \$2,500 of the assessed valuation of property receiving Homestead Exemption that is owned and occupied by a qualified First Responder pursuant to Article VII, Section 21(O) of the Louisiana Constitution

T.P. Ordinance No. 24-15 - An Ordinance to grant a variance to Section 36-90-Minor Subdivision Standards, (A)(4)(B)(III) - 5 acre parcels for C&S Properties, LLC, Assessment #6091741 in District 2

T.P. Ordinance No. 24-16 - An Ordinance to grant a variance to Section 36-90-Minor Subdivision Standards, (A)(2) Frontage for C&S Properties, LLC, Assessment #6091741 in District 2

CALL TO ORDER

CELL PHONES - *Please Mute or Turn Off*

INVOCATION Councilwoman Hyde

PLEDGE OF ALLEGIANCE Councilman Wells (*All Veterans and active military, please render the proper salute*)

ROLL CALL

ADOPTION OF MINUTES for regular meeting dated April 22, 2024

PUBLIC INPUT - *Anyone Wishing to Address Agenda Items Which Were Not on Public Hearing*

PARISH PRESIDENT'S REPORT

1. APPROVAL OF BID(S) for Two (2) Convection Oven B-Series Gas for Jail Kitchen
2. APPROVAL OF BID(S) for One (1) Tilting Floor Kettle Gas Model DH-20/40/60C/A/C2T for Jail Kitchen
3. APPROVAL OF CHANGE ORDER #1 for installation of Electrical at the Region 9 Distribution Warehouse
4. APPROVE TO PIGGYBACK OFF ASCENSION PARISH CONTRACT for Motorola Catalog Equipment for the LWIN Tower Project

REGULAR BUSINESS

5. NOTIFICATION OF INDEBTEDNESS for Recreation District No. 3
6. NOTIFICATION OF INDEBTEDNESS for Tangipahoa Water District

ADOPTION OF ORDINANCES

7. ADOPTION of T.P. Ordinance No. 24-14 - An Ordinance of the Tangipahoa Parish Council-President Government approving an ad valorem tax exemption of up to \$2,500 of the assessed valuation of property receiving Homestead Exemption that is owned and occupied by a qualified First Responder pursuant to Article VII, Section 21(O) of the Louisiana Constitution
8. ADOPTION of T.P. Ordinance No. 24-15 - An Ordinance to grant a variance to Section 36-90-Minor Subdivision Standards, (A)(4)(B)(III) - 5 acre parcels for C&S Properties, LLC, Assessment #6091741 in District 2
9. ADOPTION of T.P. Ordinance No. 25-16 - An Ordinance to grant a variance to Section 36-90-Minor Subdivision Standards, (A)(2) Frontage for C&S Properties, LLC, Assessment #6091741 in District 2

INTRODUCTION OF ORDINANCES

PUBLIC HEARING on Introduced Ordinances: Tuesday, May 28, 2024, at 5:30 pm

10. INTRODUCTION of T.P. Ordinance No. 24-17 - An Ordinance to Amend Chapter 18-Fire Prevention and Protection, Section 18-3-Fire Prevention Bureau
11. INTRODUCTION of T.P. Ordinance No. 24-18 - An Ordinance to Amend Chapter 34-Offenses and Miscellaneous Provisions, Section 34-16-Prohibiting the Sale of Mitragyna Speciosa Korth (Kratom) and/or Any of its Analog in Tangipahoa Parish
12. INTRODUCTION of T.P. Ordinance No. 24-19 - An Ordinance to Amend and Enact Chapter 36-Planning and Development, Article VIII-Developments with Special Provisions, Sec 36-220 General Standards and Sec 36-225 Solid Waste Disposal Facilities - C&D Sites
13. INTRODUCTION of T.P. Ordinance No. 24-20 - An Ordinance to Amend Chapter 38-Solid Waste

- [14.](#) INTRODUCTION of T.P. Ordinance No. 24-21 - An Ordinance to acquire ownership of Right of Ways for the H. Cologne Road Widening Project in Loranger, Louisiana, to authorize the Parish President to sign and execute all necessary documents to provide for the recordation and to provide copies to all involved parties
- [15.](#) INTRODUCTION of T.P. Ordinance No. 24-22 - An Ordinance to acquire ownership of Right of Ways for the State Project #H.014265 N. River Road Bridge over Irving Branch Bridge Replacement Project in Kentwood, Louisiana, to authorize the Parish President to sign and execute all necessary documents to provide for the recordation and to provide copies to all involved parties
- [16.](#) INTRODUCTION of T.P. Ordinance No. 24-23 - An Ordinance declaring surplus TPG Asset #Misc0243, 22357 Brignac Road, Robert, Assessment #2306603 and to authorize the Parish President or his authorized designee to sign any and all documents in regard to the sale and transfer of said property in District 2

ADOPTION OF RESOLUTION

- [17.](#) ADOPTION of T.P. Resolution No. R24-14 - A Resolution of the Tangipahoa Parish Council-President Government for accepting the voluntary transfer/consolidation of the Kentwood Housing Choice Voucher Program (LA206) into Tangipahoa Parish Government Housing Choice Voucher Program (LA207)

BOARD APPOINTMENT

- [18.](#) AMITE AREA RECREATION DISTRICT NO. 3 - Approve new appointment Lionel Sutton, Sr, 1st term, expires April 2028, District 3

BEER, WINE, AND LIQUOR PERMITS

LEGAL MATTERS

COUNCILMEN'S PRIVILEGES

ADJOURN

Jill DeSouge
 Clerk of Council

Daily Star
 Please Publish May 9, 2024

Published on Tangipahoa Parish Government website at www.tangipahoa.org and posted @ T.P. Gordon A. Burgess Governmental Building May 9, 2024

In Accordance with the Americans with Disabilities Act, If You Need Special Assistance, please contact Jill DeSouge at 985-748-2290 prior to 12:00pm (cst) on meeting day describing the Assistance that is necessary.

**TW (2) CONVECTION OVEN B-SERIES GAS DOUBLE DECK
 BID OPENING APRIL 24, 2024**

NAME OF BIDDER	BRAND	TOTAL BID	BID DEVIATIONS
KOOL TECH	SOUTHBEND	8,000.00 EACH 16,000.00	
ASSOCIATED FOOD EQUIPMENT & SUPPLIES	SOUTHBEND	8560.00 EACH 17,120.00	
DOUGLAS EQUIPMENT	SOUTHBEND MODEL PCG100S/SD	10,276.86 EACH 20,553.72	
SINGER H & R	SOUTHBEND MODEL PCG100S/DE	9412.00 EACH 18,824.00	
ALACK		9,945.00 EACH 19,890.00	

**ONE (1) TILTING FLOOR KETTLE
GAS MODEL DH-20/40/60C/A/C2T
BID OPENING APRIL 24, 2024**

NAME OF BIDDER	BRAND	TOTAL BID	BID DEVIATIONS
KOOL TECH		65,000.00	
ASSOCIATED FOOD EQUIPMENT & SUPPLIES	CLEVELAND	27,521.50	
DOUGLAS EQUIPMENT	GROEN MODEL DH-60C	48,038.27	
CAIRE HOTEL & RESTURANT SUPPLY	DH-60C	44,523.00	
ALACK		43,777.00	

TANGIPAHOA PARISH GOVERNMENT CONTRACT CHANGE ORDER		DATE: MAY 14, 2024	
To (Contractor) SHARKEY MECHANICAL SERVICES, LLC 781 HWY 10 GREENSBURG, LA. 70441		Location REGION 9 WAREHOUSE	
		Contract No.	
		Change Order No. 1	
		You are hereby requested to comply with the following changes from the contract plans and specifications:	
Item No. (1)	Description of changes - quantities, units, unit prices, change in completion schedule, etc. (2)	Decrease in contract price (3)	Increase in contract price (4)
1	<ol style="list-style-type: none"> 1. Install (6) new LED wall pack 5000K lights on exterior of building per plans. 2. Install 200' of 1" emt conduit to command center 3. Install (3) #6 THHN and (1) #10 ground wire to command center for 50 amp service. 4. Install 175' of ¾ emt for 30 amp circuit to the gate motor. 5. Install (3) #10 THHN and (1) #12 THHN to gate motor. 6. Install 175' of 1 inch emt for DATA to gate. Run pvc for underground. 7. Install 350' of ¾ EMT for 4-way light switch by east door entrance. 8. Install (2) 120 volt receptacles in Data cabinets for the camera system. 9. Install ¾ emt conduit and power to loading dock for pump motor. 10. 10 Check voltage and connect power to equipment 	i	\$ 38,673.00
Change in contract price due to this Change Order:			
Total decrease			\$38,673.00
Total increase			\$
Difference between Col. (3) and			\$
(4) Net <u>increase</u> (decrease) contract			\$38,673.00

The sum of 38,673.00 Is hereby **increased** (increase from) the total contract price, and the total adjusted contract price to date thereby is \$ 298,668.00 This document shall become an amendment to the contract and all provisions of the contract will apply hereto.

Recommended by

Architect/Engineer

Date

Accepted by

Contractor

Date

Approved by

Owner

Date

JUSTIFICATION FOR CHANGE	REGION 9 WAREHOUSE	
	Contract No.	
	Change Order No. 1	
1. Necessity for change: DECREASE AND INCREASE PRODUCTS	YES	NO
2. Is the proposed change an alternate bid?	<input type="checkbox"/> X YES	X <input type="checkbox"/> No
3. Will proposed changes alter the physical size of the project? If AYes,@ explain.	YES	No
4. Effect of this change on other prime contractors: NONE		
5. Has consent of surety been obtained?	Yes	Not necessary
6. Will this change affect expiration or extent of insurance coverage? If AYes,@ will the policies be extended?	<input type="checkbox"/> Yes	NoX <input type="checkbox"/> Yes <input type="checkbox"/> No
7. Effect on operation and maintenance cost:		
Owner	Date	

Sharkey Mechanical Services, LLC
781 HWY 10
Greensburg, LA 70441
225-222-3332

Change order

Proposal			
Customer:	Tangipahoa Parish Council	Proposal #:	HS-42424-1 CO #1
Address:	206 E. Mulberry St.	Job Location:	Waterbury Building
	Amite, LA 70422	Equipment:	Electric
Attention:	Dawson Primes		
Phone:	985-748-3211	Date:	April 24, 2024

Sharkey Mechanical is pleased to present a proposal for the location listed above. We hereby propose to furnish materials and labor necessary to:

Install electrical as per site plan emailed by Dawson Primes.

- 1.) Install (6) new LED wall pack 5000K lights on exterior of building per plans.
- 2.) Install 200' of 1" emt conduit to command center.
- 3.) Install (3) #6 THHN and (1) #10 ground wire to command center for 50 amp service.
- 4.) Install 175' of 3/4 emt for 30 amp circuit to the gate motor.
- 5.) Install (3) #10 THHN and (1) #12 THHN to gate motor.
- 6.) Install 175' of 1 inch emt for DATA to gate. Run pvc for underground.
- 7.) Install 350' of 3/4 EMT for 4-way light switch by east door entrance.
- 8.) Install (2) 120 volt receptacles in Data cabinets for the camera system.
- 9.) Install 3/4 emt conduit and power to loading dock for pump motor.
- 10.) Check voltage and connect power to equipment.

Comments

*Proposal excludes lighting controls.
 *Proposal excludes door controls per email.

change order

We propose hereby to furnish material and labor - complete in accordance with the above scope of work for the following sum:	\$38,673.00
Payment To Be Made As Follows:	NET 30 DAYS
Respectfully Submitted by:	<i>Harrell Sharkey</i>

Acceptance of Proposal

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Customer Signature: _____

Date of Acceptance: ____ / ____ / ____

Parish Seat
Courthouse
300 Houmas St. Suite E
P.O. Box 268
Donaldsonville, La. 70346-0268
Bus. Office: 225-473-8671
Fax: 225-621-8182
Dispatch: 225-473-8673
Jail: 225-473-8674



Gonzales Office
828 S. Irma Blvd., Suite 101
P. O. Box 118
Gonzales, La. 70707
Bus. Office: 225-621-8340
Civil: 225-621-8341
Dispatch: 225-621-8300
Warrants: 225-621-8308
Fax: 226-647-8156

BOBBY WEBRE
SHERIFF AND EX-OFFICIO TAX COLLECTOR

May 7, 2024

Tangipahoa Parish Emergency Operations Center
114 N. Laurel Street
Amite, LA 70422

To Whom it May Concern:

This letter will serve as confirmation of our agreement to the Tangipahoa Parish Emergency Operations Center to participate in a cooperative purchasing agreement by allowing those entities to "piggyback" our current Motorola catalog contract. This allows the purchase of Motorola products and services under that contract.

If you have any questions, please contact Kathleen LoCicero at 225-264-6767.

Sincerely,

A handwritten signature in blue ink that reads "Kathleen LoCicero". The signature is fluid and cursive.

Deputy Kathleen LoCicero
Chief Financial Officer

Motorola Solutions Customer Agreement

This Motorola Solutions Customer Agreement (the “**MCA**”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the Ascension Parish Sheriff’s Office, with offices at 300 Houmas St., Donaldsonville, LA (“**Customer**”). Motorola and Customer will each be referred to herein as a “**Party**” and collectively as the “**Parties**”. This Agreement (as defined below) is effective as of the date of the last signature (the “**Effective Date**”).

1. Agreement.

1.1. Scope; Agreement Documents. This MCA governs Customer’s purchase of Products (as defined below) and Services (as defined below) from Motorola. Additional terms and conditions applicable to specific Products and Services are set forth in one or more addenda attached to this MCA (each an “**Addendum**”, and collectively the “**Addenda**”). In addition, the Parties may agree upon solution descriptions, equipment lists, statements of work, schedules, technical specifications, and other ordering documents setting forth the Products and Services to be purchased by Customer and provided by Motorola and additional rights and obligations of the Parties (the “**Ordering Documents**”). To the extent required by applicable procurement law, a proposal submitted by Motorola in response to a competitive procurement process will be included within the meaning of the term Ordering Documents. This MCA, the Addenda, and any Ordering Documents collectively form the Parties’ “**Agreement**”.

1.2. Order of Precedence. Each Addendum will control with respect to conflicting terms in the MCA, but only as applicable to the Products and Services described in such Addendum. Each Ordering Document will control with respect to conflicting terms in the MCA or any Addenda, but only as applicable to the Products and Services described on such Ordering Document.

2. Products and Services.

2.1. Products. Motorola will (a) sell hardware provided by Motorola (“**Equipment**”), (b) license software which is either preinstalled on Equipment or installed on Customer-Provided Equipment (as defined below) and licensed to Customer by Motorola for a perpetual or other defined license term (“**Licensed Software**”), and (c) license cloud-based software as a service products and other software which is either preinstalled on Equipment or installed on Customer-Provided Equipment, but licensed to Customer by Motorola on a subscription basis (“**Subscription Software**”) to Customer, to the extent each is set forth in an Ordering Document, for Customer’s own use in accordance with this Agreement. The Equipment, Licensed Software, and Subscription Software shall collectively be referred to herein as “**Products**”, or individually as a “**Product**”. At any time during the Term (as defined below), Motorola may substitute any Products at no cost to Customer, if the substitute is substantially similar to the Products set forth in the applicable Ordering Documents.

2.2. Services.

2.2.1. Motorola will provide services related to purchased Products (“**Services**”), to the extent set forth in an Ordering Document.

2.2.2. Integration Services; Maintenance and Support Services. If specified in an Ordering Document, Motorola will provide, for the term of such Ordering Document, (a) design, deployment, and integration Services in order to design, install, set up, configure, and/or integrate the applicable Products at the

applicable locations (“**Sites**”), agreed upon by the Parties (“**Integration Services**”), or (b) break/fix maintenance, technical support, or other Services (such as software integration Services) (“**Maintenance and Support Services**”), each as further described in the applicable statement of work. Maintenance and Support Services and Integration Services will each be considered “Services”, as defined above.

2.2.3. Service Ordering Documents. The Fees for Services will be set forth in an Ordering Document and any applicable project schedules. A Customer point of contact will be set forth in the applicable statement of work for the Services. For purposes of clarity, each statement of work will be incorporated into, and form an integral part of, the Agreement.

2.2.4. Service Completion. Unless otherwise specified in the applicable Ordering Document, Services described in an Ordering Document will be deemed complete upon Motorola’s performance of all Services listed in such Ordering Document (“**Service Completion Date**”); provided, however, that Maintenance and Support Services may be offered on an ongoing basis during a given Ordering Document term, in which case such Maintenance and Support Services will conclude upon the expiration or termination of such Ordering Document.

2.3. Non-Preclusion. If, in connection with the Products and Services provided under this Agreement, Motorola makes recommendations, including a recommendation to purchase other products or services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement standards or other laws, regulations, or policies.

2.4. Customer Obligations. Customer will ensure that information Customer provides to Motorola in connection with receipt of Products and Services are accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to provide the Products and Services and perform its other duties under this Agreement. Unless the applicable Ordering Document states otherwise, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions or Customer information, decisions, or approvals described in this Section. If any assumptions in the Ordering Documents or information provided by Customer prove to be incorrect, or if Customer fails to perform any of its obligations under this Agreement, Motorola’s ability to perform its obligations may be impacted and changes to the Agreement, including the scope, Fees, and performance schedule may be required.

2.5. Documentation. Products and Services may be delivered with documentation for the Equipment, software Products, or data that specifies technical and performance features, capabilities, users, or operation, including training manuals, and other deliverables, such as reports, specifications, designs, plans, drawings, analytics, or other information (collectively, “**Documentation**”). Documentation is and will be owned by Motorola, unless otherwise expressly agreed in an Addendum or Ordering Document that certain Documentation will be owned by Customer. Motorola hereby grants Customer a limited, royalty-free, worldwide, non-exclusive license to use the Documentation solely for its internal business purposes in connection with the Products and Services.

2.6. Motorola Tools and Equipment. As part of delivering the Products and Services, Motorola may provide certain tools, equipment, models, and other materials of its own. Such tools and equipment will remain the sole property of Motorola unless they are to be purchased

by Customer as Products and are explicitly listed on an Ordering Document. The tools and equipment may be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Customer will safeguard all tools and equipment while in Customer's custody or control, and be liable for any loss or damage. Upon the expiration or earlier termination of this Agreement, Customer, at its expense, will return to Motorola all tools and equipment in its possession or control.

2.7. Authorized Users. Customer will ensure its employees and Authorized Users comply with the terms of this Agreement and will be liable for all acts and omissions of its employees and Authorized Users. Customer is responsible for the secure management of Authorized Users' names, passwords and login credentials for access to Products and Services. "**Authorized Users**" are Customer's employees, full-time contractors engaged for the purpose of supporting the Products and Services that are not competitors of Motorola, and the entities (if any) specified in an Ordering Document or otherwise approved by Motorola in writing (email from an authorized Motorola signatory accepted), which may include affiliates or other Customer agencies.

2.8. Export Control. Customer, its employees, and any other Authorized Users will not access or use the Products and Services in any jurisdiction in which the provision of such Products and Services is prohibited under applicable laws or regulations (a "**Prohibited Jurisdiction**"), and Customer will not provide access to the Products and Services to any government, entity, or individual located in a Prohibited Jurisdiction. Customer represents and warrants that (a) it and its Authorized Users are not named on any U.S. government list of persons prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) it and its Authorized Users are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) Customer will not permit its Authorized Users to access or use the Products or Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) Customer and its Authorized Users will comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which Customer, its employees, and the Authorized Users are located.

2.9. Change Orders. Unless a different change control process is agreed upon in writing by the Parties, a Party may request changes to an Addendum or an Ordering Document by submitting a change order to the other Party (each, a "**Change Order**"). If a requested change in a Change Order causes an increase or decrease in the Products or Services, the Parties by means of the Change Order will make appropriate adjustments to the Fees, project schedule, or other matters. Change Orders are effective and binding on the Parties only upon execution of the Change Order by an authorized representative of both Parties.

3. Term and Termination.

3.1. Term. The term of this MCA ("**Term**") will commence on the Effective Date and continue until six (6) months after the later of (a) the termination, expiration, or discontinuance of services under the last Ordering Document in effect, or (b) the expiration of all applicable warranty periods, unless the MCA is earlier terminated as set forth herein. The applicable Addendum or Ordering Document will set forth the term for the Products and Services governed thereby.

3.2. Termination. Either Party may terminate the Agreement or the applicable Addendum or Ordering Document if the other Party breaches a material obligation under the Agreement and does not cure such breach within thirty (30) days after receipt of notice of the breach or fails to produce a cure plan within such period of time. Each Addendum and Ordering Document may be separately terminable as set forth therein.

3.3. Suspension of Services. Motorola may terminate or suspend any Products or Services under an Ordering Document if Motorola determines: (a) the related Product license has expired or has terminated for any reason; (b) the applicable Product is being used on a hardware platform, operating system, or version not approved by Motorola; (c) Customer fails to make any payments when due; or (d) Customer fails to comply with any of its other obligations or otherwise delays Motorola's ability to perform.

3.4. Effect of Termination or Expiration. Upon termination for any reason or expiration of this Agreement, an Addendum, or an Ordering Document, Customer and the Authorized Users will return or destroy (at Motorola's option) all Motorola Materials and Motorola's Confidential Information in their possession or control and, as applicable, provide proof of such destruction, except that Equipment purchased by Customer should not be returned. If Customer has any outstanding payment obligations under this Agreement, Motorola may accelerate and declare all such obligations of Customer immediately due and payable by Customer. Notwithstanding the reason for termination or expiration, Customer must pay Motorola for Products and Services already delivered. Customer has a duty to mitigate any damages under this Agreement, including in the event of default by Motorola and Customer's termination of this Agreement.

4. Payment and Invoicing.

4.1. Fees. Fees and charges applicable to the Products and Services (the "**Fees**") will be as set forth in the applicable Addendum or Ordering Document, and such Fees may be changed by Motorola at any time, except that Motorola will not change the Fees for Products and Services purchased by Customer during the term of an active Ordering Document or during a Subscription Term (as defined and further described in the applicable Addendum). Changes in the scope of Services described in an Ordering Document may require an adjustment to the Fees due under such Ordering Document. If a specific invoicing or payment schedule is set forth in the applicable Addendum or Ordering Document, such schedule will apply solely with respect to such Addendum or Ordering Document. Unless otherwise specified in the applicable Ordering Document, the Fees for any Services exclude expenses associated with unusual and costly Site access requirements (e.g., if Site access requires a helicopter or other equipment), and Customer will reimburse Motorola for these or other expenses incurred by Motorola in connection with the Services.

4.2. Taxes. The Fees do not include any excise, sales, lease, use, property, or other taxes, assessments, duties, or regulatory charges or contribution requirements (collectively, "**Taxes**"), all of which will be paid by Customer, except as exempt by law, unless otherwise specified in an Ordering Document. If Motorola is required to pay any Taxes, Customer will reimburse Motorola for such Taxes (including any interest and penalties) within thirty (30) days after Customer's receipt of an invoice therefore. Customer will be solely responsible for reporting the Products for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income and net worth.

4.3. Invoicing. Motorola will invoice Customer at the frequency set forth in the applicable Addendum or Ordering Document, and Customer will pay all invoices within thirty (30) days of the invoice date or as otherwise specified in the applicable Addendum or Ordering Document. Late payments will be subject to interest charges at the maximum rate permitted by law, commencing upon the due date. Motorola may invoice electronically via email, and Customer agrees to receive invoices via email at the email address set forth in an Ordering Document. Customer acknowledges and agrees that a purchase order or other notice to proceed is not required for payment for Products or Services.

5. Sites; Customer-Provided Equipment; Non-Motorola Content.

5.1. Access to Sites. Customer will be responsible for providing all necessary permits, licenses, and other approvals necessary for the installation and use of the Products and the performance of the Services at each applicable Site, including for Motorola to perform its obligations hereunder, and for facilitating Motorola's access to the Sites. No waivers of liability will be imposed on Motorola or its subcontractors by Customer or others at Customer facilities or other Sites, but if and to the extent any such waivers are imposed, the Parties agree such waivers are void.

5.2. Site Conditions. Customer will ensure that (a) all Sites are safe and secure, (b) Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies), (c) to the extent applicable, Sites have adequate physical space, air conditioning, and other environmental conditions, electrical power outlets, distribution, equipment, connections, and telephone or other communication lines (including modem access and interfacing networking capabilities), and (d) Sites are suitable for the installation, use, and maintenance of the Products and Services. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

5.3. Site Issues. Motorola will have the right at any time to inspect the Sites and advise Customer of any deficiencies or non-conformities with the requirements of this **Section 5 – Sites; Customer-Provided Equipment; Non-Motorola Content**. If Motorola or Customer identifies any deficiencies or non-conformities, Customer will promptly remediate such issues or the Parties will select a replacement Site. If a Party determines that a Site identified in an Ordering Document is not acceptable or desired, the Parties will cooperate to investigate the conditions and select a replacement Site or otherwise adjust the installation plans and specifications as necessary. A change in Site or adjustment to the installation plans and specifications may cause a change in the Fees or performance schedule under the applicable Ordering Document.

5.4. Customer-Provided Equipment. Certain components, including equipment and software, not provided by Motorola may be required for use of the Products and Services ("**Customer-Provided Equipment**"). Customer will be responsible, at its sole cost and expense, for providing and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit Motorola to access and use the applicable Customer-Provided Equipment to provide the Products and Services under this Agreement, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). Customer (and not Motorola) will be fully liable for Customer-Provided Equipment damage, loss, change, or theft that may impact Motorola's ability to provide the Products and Services under this Agreement, and Customer acknowledges that any such events may cause a change in the Fees or performance schedule under the applicable Ordering Document.

5.5. Non-Motorola Content. In certain instances, Customer may be permitted to access, use, or integrate Customer or third-party software, services, hardware, content, and data that is not provided by Motorola (collectively, "**Non-Motorola Content**") with or through the Products and Services. If Customer accesses, uses, or integrates any Non-Motorola Content with the Products or Services, Customer will first obtain all necessary rights and licenses to permit Customer's and its Authorized Users' use of the Non-Motorola Content in connection with the Products and Services. Customer will also obtain the necessary rights for Motorola to use such Non-Motorola Content in connection with providing the Products and Services, including the right for Motorola to access, store, and process such Non-Motorola Content (e.g., in connection

with Subscription Software), and to otherwise enable interoperation with the Products and Services. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-Motorola Content with the Products and Services, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-Motorola Content. If any Non-Motorola Content require access to Customer Data (as defined below), Customer hereby authorizes Motorola to allow the provider of such Non-Motorola Content to access Customer Data, in connection with the interoperation of such Non-Motorola Content with the Products and Services. Customer acknowledges and agrees that Motorola is not responsible for, and makes no representations or warranties with respect to, the Non-Motorola Content (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-Motorola Content or failure to properly interoperate with the Products and Services). If Customer receives notice that any Non-Motorola Content must be removed, modified, or disabled within the Products or Services, Customer will promptly do so. Motorola will have the right to disable or remove Non-Motorola Content if Motorola believes a violation of law, third-party rights, or Motorola's policies is likely to occur, or if such Non-Motorola Content poses or may pose a security or other risk or adverse impact to the Products or Services, Motorola, Motorola's systems, or any third party (including other Motorola customers). Motorola may provide certain Non-Motorola Content as an authorized sales representative of a third party as set out in an Ordering Document. As an authorized sales representative, the third party's terms and conditions, as set forth in the Ordering Document, will apply to any such sales. Any orders for such Non-Motorola Content will be filled by the third party. Nothing in this Section will limit the exclusions set forth in **Section 7.2 – Intellectual Property Infringement**.

5.6. End User Licenses. Notwithstanding any provision to the contrary in the Agreement, certain Non-Motorola Content software are governed by a separate license, EULA, or other agreement, including terms governing third-party equipment or software, such as open source software, included in the Products and Services. Customer will comply, and ensure its Authorized Users comply, with any such additional terms applicable to third-party equipment or software. If provided for in the separate third party license, Customer may have a right to receive source code for such software; a copy of such source code may be obtained free of charge by contacting Motorola.

6. Representations and Warranties.

6.1. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that (a) it has the right to enter into the Agreement and perform its obligations hereunder, and (b) the Agreement will be binding on such Party.

6.2. Motorola Warranties. Subject to the disclaimers and exclusions below, Motorola represents and warrants that (a) Services will be provided in a good and workmanlike manner and will conform in all material respects to the descriptions in the applicable Ordering Document; and (b) for a period of ninety (90) days commencing upon the Service Completion Date for one-time Services, the Services will be free of material defects in materials and workmanship. Other than as set forth in subsection (a) above, recurring Services are not warranted but rather will be subject to the requirements of the applicable Addendum or Ordering Document. Motorola provides other express warranties for Motorola-manufactured Equipment, Motorola-owned software Products, and certain Services. Such express warranties are included in the applicable Addendum or Ordering Document. Such representations and warranties will apply only to the applicable Product or Service that is the subject of such Addendum or Ordering Document.

6.3. Warranty Claims; Remedies. To assert a warranty claim, Customer must notify Motorola in writing of the claim prior to the expiration of any warranty period set forth in this MCA or the applicable Addendum or Ordering Document. Unless a different remedy is otherwise expressly set forth for a particular warranty under an Addendum, upon receipt of such claim, Motorola will investigate the claim and use commercially reasonable efforts to repair or replace any confirmed materially non-conforming Product or re-perform any non-conforming Service, at its option. Such remedies are Customer's sole and exclusive remedies for Motorola's breach of a warranty. Motorola's warranties are extended by Motorola to Customer only, and are not assignable or transferrable.

6.4. Pass-Through Warranties. Notwithstanding any provision of this Agreement to the contrary, Motorola will have no liability for third-party software or hardware provided by Motorola; provided, however, that to the extent offered by third-party providers of software or hardware and to the extent permitted by law, Motorola will pass through express warranties provided by such third parties.

6.5. WARRANTY DISCLAIMER. EXCEPT FOR THE EXPRESS AND PASS THROUGH WARRANTIES IN THIS AGREEMENT, PRODUCTS AND SERVICES PURCHASED HEREUNDER ARE PROVIDED "AS IS" AND WITH ALL FAULTS. WARRANTIES SET FORTH IN THE AGREEMENT ARE THE COMPLETE WARRANTIES FOR THE PRODUCTS AND SERVICES AND MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND QUALITY. MOTOROLA DOES NOT REPRESENT OR WARRANT THAT USE OF THE PRODUCTS AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF SECURITY VULNERABILITIES, OR THAT THEY WILL MEET CUSTOMER'S PARTICULAR REQUIREMENTS.

7. Indemnification.

7.1. General Indemnity. Motorola will defend, indemnify, and hold Customer harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual third-party claim, demand, action, or proceeding ("**Claim**") for personal injury, death, or direct damage to tangible property to the extent caused by Motorola's negligence, gross negligence or willful misconduct while performing its duties under an Ordering Document or an Addendum, except to the extent the claim arises from Customer's negligence or willful misconduct. Motorola's duties under this **Section 7.1 – General Indemnity** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Claim.

7.2. Intellectual Property Infringement. Motorola will defend Customer against any third-party claim alleging that a Motorola-developed or manufactured Product or Service (the "**Infringing Product**") directly infringes a United States patent or copyright ("**Infringement Claim**"), and Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim, or agreed to in writing by Motorola in settlement of an Infringement Claim. Motorola's duties under this **Section 7.2 – Intellectual Property Infringement** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Infringement Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Infringement Claim.

- 7.2.1. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Infringing Product; (b) replace or modify the Infringing Product so that it becomes non-infringing; or (c) grant Customer (i) a pro-rated refund of any amounts pre-paid for the Infringing Product (if the Infringing Product is a software Product, i.e., Licensed Software or Subscription Software) or (ii) a credit for the Infringing Product, less a reasonable charge for depreciation (if the Infringing Product is Equipment, including Equipment with embedded software).
- 7.2.2. In addition to the other damages disclaimed under this Agreement, Motorola will have no duty to defend or indemnify Customer for any Infringement Claim that arises from or is based upon: (a) Customer Data, Customer-Provided Equipment, Non-Motorola Content, or third-party equipment, hardware, software, data, or other third-party materials; (b) the combination of the Product or Service with any products or materials not provided by Motorola; (c) a Product or Service designed, modified, or manufactured in accordance with Customer's designs, specifications, guidelines or instructions; (d) a modification of the Product or Service by a party other than Motorola; (e) use of the Product or Service in a manner for which the Product or Service was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to use or install an update to the Product or Service that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from an Infringement Claim extend in any way to any payments due on a royalty basis, other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the Infringing Product.
- 7.2.3. This **Section 7.2 – Intellectual Property Infringement** provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. For clarity, the rights and remedies provided in this Section are subject to, and limited by, the restrictions set forth in **Section 8 – Limitation of Liability** below.

7.3. Customer Indemnity. Customer will defend, indemnify, and hold Motorola and its subcontractors, subsidiaries and other affiliates harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual or threatened third-party claim, demand, action, or proceeding arising from or related to (a) Customer-Provided Equipment, Customer Data, or Non-Motorola Content, including any claim, demand, action, or proceeding alleging that any such equipment, data, or materials (or the integration or use thereof with the Products and Services) infringes or misappropriates a third-party intellectual property or other right, violates applicable law, or breaches the Agreement; (b) Customer-Provided Equipment's failure to meet the minimum requirements set forth in the applicable Documentation or match the applicable specifications provided to Motorola by Customer in connection with the Products or Services; (c) Customer's (or its service providers, agents, employees, or Authorized User's) negligence or willful misconduct; and (d) Customer's or its Authorized User's breach of this Agreement. This indemnity will not apply to the extent any such claim is caused by Motorola's use of Customer-Provided Equipment, Customer Data, or Non-Motorola Content in violation of the Agreement. Motorola will give Customer prompt, written notice of any claim subject to the foregoing indemnity. Motorola will, at its own expense, cooperate with Customer in its defense or settlement of the claim.

8. Limitation of Liability.

8.1. DISCLAIMER OF CONSEQUENTIAL DAMAGES. EXCEPT FOR PERSONAL INJURY OR DEATH, MOTOROLA, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE “**MOTOROLA PARTIES**”) WILL NOT BE LIABLE IN CONNECTION WITH THIS AGREEMENT (WHETHER UNDER MOTOROLA’S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF MOTOROLA HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

8.2. DIRECT DAMAGES. EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF THE MOTOROLA PARTIES, WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THE AGREEMENT WILL NOT EXCEED THE FEES SET FORTH IN THE ORDERING DOCUMENT UNDER WHICH THE CLAIM AROSE. NOTWITHSTANDING THE FOREGOING, FOR ANY SUBSCRIPTION SOFTWARE OR FOR ANY RECURRING SERVICES, THE MOTOROLA PARTIES’ TOTAL LIABILITY FOR ALL CLAIMS RELATED TO SUCH PRODUCT OR RECURRING SERVICES IN THE AGGREGATE WILL NOT EXCEED THE TOTAL FEES PAID FOR SUCH SUBSCRIPTION SOFTWARE OR RECURRING SERVICE, AS APPLICABLE, DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE.

8.3. ADDITIONAL EXCLUSIONS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, MOTOROLA WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO MOTOROLA, OR ANY OTHER DATA AVAILABLE THROUGH THE PRODUCTS OR SERVICES; (B) CUSTOMER-PROVIDED EQUIPMENT, NON-MOTOROLA CONTENT, THE SITES, OR THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR OTHER THIRD-PARTY MATERIALS, OR THE COMBINATION OF PRODUCTS AND SERVICES WITH ANY OF THE FOREGOING; (C) LOSS OF DATA OR HACKING, RANSOMWARE, OR OTHER THIRD-PARTY ATTACKS OR DEMANDS; (D) MODIFICATION OF PRODUCTS OR SERVICES BY ANY PERSON OTHER THAN MOTOROLA; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH OR BY THE PRODUCTS AND SERVICES; (F) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; OR (G) CUSTOMER’S OR ANY AUTHORIZED USER’S BREACH OF THIS AGREEMENT OR MISUSE OF THE PRODUCTS AND SERVICES.

8.4. Voluntary Remedies. Motorola is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed issues in **Section 8.3 – Additional Exclusions** above, but if Motorola agrees to provide Services to help resolve such issues, Customer will reimburse Motorola for its reasonable time and expenses, including by paying Motorola any Fees set forth in an Ordering Document for such Services, if applicable.

8.5. Statute of Limitations. Customer may not bring any claims against a Motorola Party in connection with this Agreement or the Products and Services more than one (1) year after the date of accrual of the cause of action.

9. Confidentiality.

9.1. Confidential Information. “**Confidential Information**” means any and all non-public information provided by one Party (“**Discloser**”) to the other (“**Recipient**”) that is disclosed under this Agreement in oral, written, graphic, machine recognizable, or sample form, being

clearly designated, labeled or marked as confidential or its equivalent or that a reasonable businessperson would consider non-public and confidential by its nature. With respect to Motorola, Confidential Information will also include Products and Services, and Documentation, as well as any other information relating to the Products and Services. The nature and existence of this Agreement are considered Confidential Information of the Parties. In order to be considered Confidential Information, information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by Discloser by submitting a written document to Recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

9.2. Obligations of Confidentiality. During the Term and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (a) not disclose Confidential Information to any third party, except as expressly permitted in this **Section 9 - Confidentiality**; (b) restrict disclosure of Confidential Information to only those employees (including, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must access the Confidential Information for the purpose of, and who are bound by confidentiality terms substantially similar to those in, this Agreement; (c) not copy, reproduce, reverse engineer, de-compile or disassemble any Confidential Information; (d) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (e) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (f) only use the Confidential Information as needed to fulfill its obligations and secure its rights under this Agreement.

9.3. Exceptions. Recipient is not obligated to maintain as confidential any information that Recipient can demonstrate by documentation (a) is publicly available at the time of disclosure or becomes available to the public without breach of this Agreement; (b) is lawfully obtained from a third party without a duty of confidentiality to Discloser; (c) is otherwise lawfully known to Recipient prior to such disclosure without a duty of confidentiality to Discloser; or (d) is independently developed by Recipient without the use of, or reference to, any of Discloser's Confidential Information or any breach of this Agreement. Additionally, Recipient may disclose Confidential Information to the extent required by law, including a judicial or legislative order or proceeding.

9.4. Ownership of Confidential Information. All Confidential Information is and will remain the property of Discloser and will not be copied or reproduced without the express written permission of Discloser (including as permitted herein). Within ten (10) days of receipt of Discloser's written request, Recipient will return or destroy all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain (a) one (1) archival copy of the Confidential Information for use only in case of a dispute concerning this Agreement and (b) Confidential Information that has been automatically stored in accordance with Recipient's standard backup or recordkeeping procedures, provided, however that Recipient will remain subject to the obligations of this Agreement with respect to any Confidential Information retained subject to clauses (a) or (b). No license, express or implied, in the Confidential Information is granted to the Recipient other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. Discloser represents and warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

10. Proprietary Rights; Data; Feedback.

10.1. Data Definitions. The following terms will have the stated meanings: “**Customer Contact Data**” means data Motorola collects from 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 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; “**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 Customer, its Authorized Users, and their end users through the use of the Products and Services. Customer Data does not include 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 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 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.

10.2. Motorola Materials. Customer acknowledges that Motorola may use or provide Customer with access to software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which Motorola has developed or licensed from third parties (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, or derivative works of the foregoing, whether made by Motorola or another party) (collectively, “**Motorola Materials**”). The Products and Services, Motorola Data, Third-Party Data, and Documentation, are considered Motorola Materials. Except when Motorola has expressly transferred title or other interest to Customer by way of an Addendum or Ordering Document, the Motorola Materials are the property of Motorola or its licensors, and Motorola or its licensors retain all right, title and interest in and to the Motorola Materials (including, all rights in patents, copyrights, trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights). For clarity, this Agreement does not grant to Customer any shared development rights in or to any Motorola Materials or other intellectual property, and Customer agrees to execute any documents and take any other actions reasonably requested by Motorola to effectuate the foregoing. Motorola and its licensors reserve all rights not expressly granted to Customer, and no rights, other than those expressly granted herein, are granted to Customer by implication, estoppel or otherwise. Customer will not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge with other software, distribute, sublicense, sell, or export the Products and Services or other Motorola Materials, or permit any third party to do so.

10.3. Ownership of Customer Data. Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. Motorola acquires no rights to Customer Data except those rights granted under this Agreement including the right to Process and use the Customer Data as set forth in **Section 10.4 – Processing Customer Data** below and in other applicable Addenda. The Parties agree that with regard to the Processing of personal information which may be part of Customer Data, Customer is the controller and

Motorola is the processor, and may engage sub-processors pursuant to **Section 10.4.3 – Sub-processors**.

10.4. Processing Customer Data.

10.4.1. Motorola Use of Customer Data. To the extent permitted by law, Customer grants Motorola and its subcontractors a right to use Customer Data and a royalty-free, worldwide, non-exclusive license to use Customer Data (including to process, host, cache, store, reproduce, copy, modify, combine, analyze, create derivative works from such Customer Data and to communicate, transmit, and distribute such Customer Data to third parties engaged by Motorola) to (a) perform Services and provide Products under the Agreement, (b) analyze the Customer Data to operate, maintain, manage, and improve Motorola Products and Services, and (c) create new products and services. Customer agrees that this Agreement, along with the Documentation, are Customer's complete and final documented instructions to Motorola for the processing of Customer Data. Any additional or alternate instructions must be agreed to according to the Change Order process. Customer represents and warrants to Motorola that Customer's instructions, including appointment of Motorola as a processor or sub-processor, have been authorized by the relevant controller.

10.4.2. Collection, Creation, Use of Customer Data. Customer further represents and warrants that the Customer Data, Customer's collection, creation, and use of the Customer Data (including in connection with Motorola's Products and Services), and Motorola's use of such Customer Data in accordance with the Agreement, will comply with all laws and will not violate any applicable privacy notices or infringe any third-party rights (including intellectual property and privacy rights). It is Customer's responsibility to obtain all required consents, provided all necessary notices, and meet any other applicable legal requirements with respect to collection and use (including Motorola's use) of the Customer Data as described in the Agreement.

10.4.3. Sub-processors. Customer agrees that Motorola may engage sub-processors who in turn may engage additional sub-processors to Process personal data in accordance with this Agreement. When engaging sub-processors, Motorola will enter into agreements with the sub-processors to bind them to data processing obligations to the extent required by law.

10.5. Data Retention and Deletion. Except as expressly provided otherwise under the Agreement, Motorola will delete all Customer Data following termination or expiration of this MCA or the applicable Addendum or Ordering Document, with such deletion to occur no later than ninety (90) days following the applicable date of termination or expiration, unless otherwise required to comply with applicable law. Any requests for the exportation or download of Customer Data must be made by Customer to Motorola in writing before expiration or termination, subject to **Section 13.9 – Notices**. Motorola will have no obligation to retain such Customer Data beyond expiration or termination unless the Customer has purchased extended storage from Motorola through a mutually executed Ordering Document.

10.6. Service Use Data. Customer understands and agrees that Motorola may collect and use Service Use Data for its own purposes, including the uses described below. Motorola may use Service Use Data to (a) operate, maintain, manage, and improve existing and create new products and services, (b) test products and services, (c) to aggregate Service Use Data and combine it with that of other users, and (d) to use anonymized or aggregated data for marketing,

research or other business purposes. Service Use Data may be disclosed to third parties. It is Customer's responsibility to notify Authorized Users of Motorola's collection and use of Service Use Data and to obtain any required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to such collection and use, and Customer represents and warrants to Motorola that it has complied and will continue to comply with this Section.

10.7. Third-Party Data and Motorola Data. Motorola Data and Third-Party Data may be available to Customer through the Products and Services. Customer and its Authorized Users may use Motorola Data and Third-Party Data as permitted by Motorola and the applicable Third-Party Data provider, as described in the applicable Addendum. Unless expressly permitted in the applicable Addendum, Customer will not, and will ensure its Authorized Users will not: (a) use the Motorola Data or Third-Party Data for any purpose other than Customer's internal business purposes; (b) disclose the data to third parties; (c) "white label" such data or otherwise misrepresent its source or ownership, or resell, distribute, sublicense, or commercially exploit the data in any manner; (d) use such data in violation of applicable laws; (e) remove, obscure, alter, or falsify any marks or proprietary rights notices indicating the source, origin, or ownership of the data; or (f) modify such data or combine it with Customer Data or other data or use the data to build databases. Additional restrictions may be set forth in the applicable Addendum. Any rights granted to Customer or Authorized Users with respect to Motorola Data or Third-Party Data will immediately terminate upon termination or expiration of the applicable Addendum, Ordering Document, or this MCA. Further, Motorola or the applicable Third-Party Data provider may suspend, change, or terminate Customer's or any Authorized User's access to Motorola Data or Third-Party Data if Motorola or such Third-Party Data provider believes Customer's or the Authorized User's use of the data violates the Agreement, applicable law or Motorola's agreement with the applicable Third-Party Data provider. Upon termination of Customer's rights to use any Motorola Data or Third-Party Data, Customer and all Authorized Users will immediately discontinue use of such data, delete all copies of such data, and certify such deletion to Motorola. Notwithstanding any provision of the Agreement to the contrary, Motorola will have no liability for Third-Party Data or Motorola Data available through the Products and Services. Motorola and its Third-Party Data providers reserve all rights in and to Motorola Data and Third-Party Data not expressly granted in an Addendum or Ordering Document.

10.8. Feedback. Any Feedback provided by Customer is entirely voluntary, and will not create any confidentiality obligation for Motorola, even if designated as confidential by Customer. Motorola may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users and Customer represents and warrants that it has obtained all necessary rights and consents to grant Motorola the foregoing rights.

10.9. Improvements; Products and Services. The Parties agree that, notwithstanding any provision of this MCA or the Agreement to the contrary, all fixes, modifications and improvements to the Services or Products conceived of or made by or on behalf of Motorola that are based either in whole or in part on the Feedback, Customer Data, or Service Use Data (or otherwise) are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements will vest solely in Motorola. Customer agrees to execute any written documents necessary to assign any intellectual property or other rights it may have in such fixes, modifications or improvements to Motorola.

11. Force Majeure; Delays Caused by Customer.

11.1. Force Majeure. Except for Customer's payment obligations hereunder, neither Party will be responsible for nonperformance or delayed performance due to events outside of its reasonable control. If performance will be significantly delayed, the affected Party will provide notice to the other Party, and the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule.

11.2. Delays Caused by Customer. Motorola's performance of the Products and Services will be excused for delays caused by Customer or its Authorized Users or subcontractors, or by failure of any assumptions set forth in this Agreement (including in any Addendum or Ordering Document). In the event of a delay under this **Section 11.2 – Delays Caused by Customer**, (a) Customer will continue to pay the Fees as required hereunder, (b) the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule, and (c) Customer will compensate Motorola for its out-of-pocket costs incurred due to the delay (including those incurred by Motorola's affiliates, vendors, and subcontractors).

12. Disputes. The Parties will use the following procedure to resolve any disputes relating to or arising out of this Agreement (each, a "**Dispute**"):

12.1. Governing Law. All matters relating to or arising out of the Agreement are governed by the laws of the State of Illinois, unless Customer is the United States Government (or an agency thereof), in which case all matters relating to or arising out of the Agreement will be governed by the laws of the State in which the Products and Services are provided. The terms of the U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply.

12.2. Negotiation; Mediation. Either Party may initiate dispute resolution procedures by sending a notice of Dispute ("**Notice of Dispute**") to the other Party. The Parties will attempt to resolve the Dispute promptly through good faith negotiations, including timely escalation of the Dispute to executives who have authority to settle the Dispute (and who are at a higher level of management than the persons with direct responsibility for the matter). If a Dispute is not resolved through negotiation, either Party may initiate mediation by sending a notice of mediation ("**Notice of Mediation**") to the other Party. The Parties will choose an independent mediator within thirty (30) days of such Notice of Mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, but if the Parties are unable to agree upon a mediator, either Party may request that the American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute. All in person meetings under this **Section 12.2 – Negotiation; Mediation** will take place in Chicago, Illinois, and all communication relating to the Dispute resolution will be maintained in strict confidence by the Parties. Notwithstanding the foregoing, any Dispute arising from or relating to Motorola's intellectual property rights will not be subject to negotiation or mediation in accordance with this Section, but instead will be decided by a court of competent jurisdiction, in accordance with **Section 12.3 – Litigation, Venue, Jurisdiction** below.

12.3. Litigation, Venue, Jurisdiction. If the Dispute has not been resolved by mediation within sixty (60) days from the Notice of Mediation, either Party may submit the Dispute exclusively to a court in Cook County, Illinois. Each Party expressly consents to the exclusive jurisdiction of such courts for resolution of any Dispute and to enforce the outcome of any mediation.

13. General.

13.1. Compliance with Laws. Each Party will comply with applicable laws in connection with the performance of its obligations under this Agreement, including that Customer will ensure its and its Authorized Users' use of the Products and Services complies with law (including privacy laws), and Customer will obtain any FCC and other licenses or authorizations (including licenses or authorizations required by foreign regulatory bodies) required for its and its Authorized Users' use of the Products and Services. Motorola may, at its discretion, cease providing or otherwise modify Products and Services (or any terms related thereto in an Addendum or Ordering Document), in order to comply with any changes in applicable law.

13.2. Audit; Monitoring. Motorola will have the right to monitor and audit use of the Products, which may also include access by Motorola to Customer Data and Service Use Data. Customer will provide notice of such monitoring to its Authorized Users and obtain any required consents, including individual end users, and will cooperate with Motorola in any monitoring or audit. Customer will maintain during the Term, and for two (2) years thereafter, accurate records relating to any software licenses granted under this Agreement to verify compliance with this Agreement. Motorola or a third party ("**Auditor**") may inspect Customer's and, as applicable, Authorized Users' premises, books, and records. Motorola will pay expenses and costs of the Auditor, unless Customer is found to be in violation of the terms of the Agreement, in which case Customer will be responsible for such expenses and costs.

13.3. Assignment and Subcontracting. Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Motorola may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns.

13.4. Waiver. A delay or omission by either Party to exercise any right under this Agreement will not be construed to be a waiver of such right. A waiver by either Party of any of the obligations to be performed by the other, or any breach thereof, will not be construed to be a waiver of any succeeding breach or of any other obligation. All waivers must be in writing and signed by the Party waiving its rights.

13.5. Severability. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision will be deemed to be modified to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remaining provisions of this Agreement will not be affected, and each such provision will be valid and enforceable to the full extent permitted by applicable law.

13.6. Independent Contractors. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership, or formal business organization of any kind.

13.7. Third-Party Beneficiaries. The Agreement is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Agreement will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third-party software included in the software Products will be a direct and intended third-party beneficiary of this Agreement.

13.8. Interpretation. The section headings in this Agreement are included only for convenience. The words “including” and “include” will be deemed to be followed by the phrase “without limitation”. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

13.9. Notices. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as FedEx, UPS, or DHL), and will be effective upon receipt.

13.10. Cumulative Remedies. Except as specifically stated in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, by contract, or otherwise. Except as specifically stated in this Agreement, the election by a Party of any remedy provided for in this Agreement or otherwise available to such Party will not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract, or otherwise.

13.11. Survival. The following provisions will survive the expiration or termination of this Agreement for any reason: **Section 2.4 – Customer Obligations; Section 3.4 – Effect of Termination or Expiration; Section 4 – Payment and Invoicing; Section 6.5 – Warranty Disclaimer; Section 7.3 – Customer Indemnity; Section 8 – Limitation of Liability; Section 9 – Confidentiality; Section 10 – Proprietary Rights; Data; Feedback; Section 11 – Force Majeure; Delays Caused by Customer; Section 12 – Disputes; and Section 13 – General.**

13.12. Entire Agreement. This Agreement, including all Addenda and Ordering Documents, constitutes the entire agreement of the Parties regarding the subject matter hereto, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect, as an original signature, and will have the same effect, as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment, or other form will not be considered an amendment or modification or part of this Agreement, even if a representative of each Party signs such document.

The Parties hereby enter into this MCA as of the Effective Date.

Motorola: Motorola Solutions, Inc.

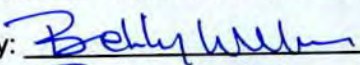
By:  _____

Name: Randy Johnson _____

Title: Territory Vice President _____

Date: 07-25-2023 _____

Customer: Ascension Parish Sheriff's Office

By:  _____

Name: Bobby Weber _____

Title: Sheriff _____

Date: 7-5-23 _____

Equipment Purchase and Software License Addendum

This Equipment Purchase and Software License Addendum (this “**EPSLA**”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity set forth in the signature block below or in the MCA (“**Customer**”), and will be subject to, and governed by, the terms of the Motorola Solutions Customer Agreement entered into between the Parties (the “**MCA**”). Capitalized terms used in this EPSLA, but not defined herein, will have the meanings set forth in the MCA.

1. Addendum. This EPSLA governs Customer’s purchase of Equipment and license of Licensed Software (and, if set forth in an Ordering Document, related Services) from Motorola, and will form part of the Parties’ Agreement.

2. Delivery of Equipment and Licensed Software.

2.1. Delivery and Risk of Loss. Motorola will provide to Customer the Products (and, if applicable, related Services) set forth in an Ordering Document, in accordance with the terms of the Agreement. Motorola will, using commercially reasonable practices, pack the ordered Equipment and ship such Equipment to the Customer address set forth in the applicable Ordering Document or otherwise provided by Customer in writing, using a carrier selected by Motorola. Notwithstanding the foregoing, delivery of Equipment (and any incorporated Licensed Software) will occur, and title and risk of loss for the Equipment will pass to Customer, upon shipment by Motorola in accordance with Ex Works, Motorola’s premises (Incoterms 2020). Customer will pay all shipping costs, taxes, and other charges applicable to the shipment and import or export of the Products and Services, as applicable, and Customer will be responsible for reporting the Products for personal property tax purposes. Delivery of Licensed Software for installation on Equipment or Customer-Provided Equipment will occur upon the earlier of (a) electronic delivery of the Licensed Software by Motorola, and (b) the date Motorola otherwise makes the Licensed Software available for download by Customer. If agreed upon in an Ordering Document, Motorola will also provide Services related to such Products.

2.2. Delays. Any shipping dates set forth in an Ordering Document are approximate, and while Motorola will make reasonable efforts to ship Products by any such estimated shipping date, Motorola will not be liable for any delay or related damages to Customer. Time for delivery will not be of the essence, and delays will not constitute grounds for cancellation, penalties, termination, or a refund.

2.3. Beta Services. If Motorola makes any beta version of a software application (“**Beta Service**”) available to Customer, Customer may choose to use such Beta Service at its own discretion, provided, however, that Customer will use the Beta Service solely for purposes of Customer’s evaluation of such Beta Service, and for no other purpose. Customer acknowledges and agrees that all Beta Services are offered “as-is” and without any representations or warranties or other commitments or protections from Motorola. Motorola will determine the duration of the evaluation period for any Beta Service, in its sole discretion, and Motorola may discontinue any Beta Service at any time. Customer acknowledges that Beta Services, by their nature, have not been fully tested and may contain defects or deficiencies.

3. Licensed Software License and Restrictions.

3.1. Licensed Software License. Subject to Customer’s and its Authorized Users’ compliance with the Agreement (including payment terms), Motorola hereby grants Customer and its Authorized Users a limited, non-transferable, non-sublicenseable, and non-exclusive license to use the Licensed Software identified in an Ordering Document, in object code form only, and the

associated Documentation, solely in connection with the Equipment provided by Motorola or authorized Customer-Provided Equipment (as applicable, the “**Designated Products**”) and solely for Customer’s internal business purposes. Unless otherwise stated in an Addendum or the Ordering Document, the foregoing license grant will be limited to the number of licenses set forth in the applicable Ordering Document and will continue for the life of the applicable Designated Product. Except as otherwise permitted in an applicable Addendum or Ordering Document, Customer may install, access, and use Licensed Software only in Customer’s owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld devices may also log into and access the Licensed Software remotely from any location.

3.2. Subscription License Model. If the Parties mutually agree that any Licensed Software purchased under this EPSLA will be replaced with or upgraded to Subscription Software, then upon such time which the Parties execute the applicable Ordering Document, the licenses granted under this EPSLA will automatically terminate, and such Subscription Software will be governed by the terms of the applicable Addendum under this Agreement.

3.3. Customer Restrictions. Customers and Authorized Users will comply with the applicable Documentation in connection with their use of the Products. Customer will not and will not allow others, including the Authorized Users, to: (a) make the Licensed Software available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; (b) reverse engineer, disassemble, or reprogram the Licensed Software or any portion thereof to a human-readable form; (c) modify, create derivative works of, or merge the Licensed Software with other software or equipment; (d) copy, reproduce, distribute, lend, lease, or transfer the Licensed Software or Documentation for or to any third party without the prior express written permission of Motorola; (e) take any action that would cause the Licensed Software or Documentation to be placed in the public domain; (f) use the Licensed Software to compete with Motorola; or (g) remove, alter, or obscure, any copyright or other notice.

3.4. Copies. Customer may make one (1) copy of the Licensed Software solely for archival, back-up, or disaster recovery purposes during the term of the applicable Licensed Software license. Customer may make as many copies of the Documentation reasonably required for the internal use of the Licensed Software during such Licensed Software’s license term. Unless otherwise authorized by Motorola in writing, Customer will not, and will not enable or allow any third party to: (a) install a licensed copy of the Licensed Software on more than one (1) unit of a Designated Product; or (b) copy onto or transfer Licensed Software installed in a unit of a Designated Product onto another device. Customer may temporarily transfer Licensed Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Customer provides written notice to Motorola of the temporary transfer and identifies the device on which the Licensed is transferred. Temporary transfer of the Licensed Software to another device must be discontinued when the original Designated Product is returned to operation and the Licensed Software must be removed from the other device. Customer must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

3.5. Resale of Equipment. Equipment contains embedded Licensed Software. If Customer desires to sell its used Equipment to a third party, Customer must first receive prior written authorization from Motorola and obtain written acceptance of the applicable Licensed Software license terms, including the obligation to pay relevant license fees, from such third party.

4. Term.

4.1. Term. The term of this EPSLA (the “**EPSLA Term**”) will commence upon either (a) the Effective Date of the MCA, if this EPSLA is attached to the MCA as of such Effective Date, or (b) the EPSLA Date set forth on the signature page below, if this EPSLA is executed after the MCA Effective Date, and will continue until the later of (i) three (3) years after the first order for Products is placed via an Ordering Document, or (ii) the expiration of all applicable warranty periods (as set forth in **Section 6.1 – Motorola Warranties** below) under this EPSLA, unless this EPSLA or the Agreement is earlier terminated in accordance with the terms of the Agreement.

4.2. Termination. Notwithstanding the termination provisions of the MCA, Motorola may terminate this EPSLA (and any Ordering Documents hereunder) immediately upon notice to Customer if Customer breaches **Section 3 – Licensed Software License and Restrictions** of this EPSLA, or any other provision related to Licensed Software license scope or restrictions set forth in an Ordering Document, EULA, or other applicable Addendum. For clarity, upon termination or expiration of the EPSLA Term, all Motorola obligations under this EPSLA (including with respect to Equipment and Licensed Software delivered hereunder) will terminate. If Customer desires to purchase additional Services in connection with such Equipment or Licensed Software, Customer may enter into a separate Addendum with Motorola, governing such Services. Customer acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Licensed Software and Documentation, and that Customer’s breach of the Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, in addition to termination, Motorola will be entitled to all available remedies at law or in equity, including immediate injunctive relief and repossession of all non-embedded Licensed Software and associated Documentation.

4.3. Equipment as a Service. In the event that Customer purchases any Equipment at a price below the MSRP for such Equipment in connection Customer entering into a fixed- or minimum required-term agreement for Subscription Software, and Customer or Motorola terminates the Agreement, this EPSLA, or other applicable Addendum (such as the Addendum governing the purchase of such Subscription Software) prior to the expiration of such fixed- or minimum required-term, then Motorola will have the right to invoice Customer for, and Customer will pay, the amount of the discount to the MSRP for the Equipment or such other amount set forth in the applicable Addendum or Ordering Document. This Section will not limit any other remedies Motorola may have with respect to an early termination.

5. Payment. Customer will pay invoices for the Products and Services provided under this EPSLA in accordance with the invoice payment terms set forth in the MCA. Generally, invoices are issued after shipment of Equipment or upon Motorola’s delivery of Licensed Software (in accordance with **Section 2.1 – Delivery and Risk of Loss**), as applicable, but if a specific invoicing or payment schedule is set forth in the applicable Ordering Document, EULA or other Addendum, such schedule will control with respect to the applicable Products and Services referenced therein. Motorola will have the right to suspend future deliveries of Products and Services if Customer fails to make any payments when due.

6. Representations and Warranties; Liability.

6.1. Motorola Warranties. Subject to the disclaimers and exclusions set forth in the MCA and this EPSLA, (a) for a period of one (1) year commencing upon the delivery of Motorola-manufactured Equipment under **Section 2.1 – Delivery and Risk of Loss**, Motorola represents and warrants that such Motorola-manufactured Equipment, under normal use, will be free from

material defects in materials and workmanship; (b) to the extent permitted by the providers of third-party software or hardware included in the Products and Services, Motorola will pass through to Customer any warranties provided by such third parties, which warranties will apply for the period defined by the applicable third party; and (c) for a period of ninety (90) days commencing upon the delivery of Motorola-owned Licensed Software under **Section 2.1 – Delivery and Risk of Loss**, Motorola represents and warrants that such Licensed Software, when used in accordance with the Documentation and the Agreement, will be free from reproducible defects that prevent operation of features critical to the primary functionality or successful operation of the Motorola-developed Licensed Software (as determined by Motorola). The warranty set forth in subsection (c) will be referred to as the “**Motorola Licensed Software Warranty**”. As Customer’s sole and exclusive remedy for any breach of the Motorola Licensed Software Warranty, Motorola will use commercially reasonable efforts to remedy the material defect in the applicable Licensed Software; provided, however, that if Motorola does not remedy such material defect within a reasonable time, then at Motorola’s sole option, Motorola will either replace the defective Licensed Software with functionally-equivalent software, provide substitute software to Customer, or terminate the applicable software license and refund any paid license fees to Customer on a pro-rata basis. For clarity, the Motorola Licensed Software Warranty applies only to the most current version of the Licensed Software issued by Motorola, and issuance of updated versions of any Licensed Software does not result in a renewal or extension of the Motorola Licensed Software Warranty beyond the ninety (90) day warranty period.

6.2. ADDITIONAL EXCLUSIONS. IN ADDITION TO THE EXCLUSIONS FROM DAMAGES SET FORTH IN THE MCA, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) DEFECTS IN OR DAMAGE TO PRODUCTS RESULTING FROM USE OTHER THAN IN THE NORMAL AUTHORIZED MANNER, OR FROM ACCIDENT, LIQUIDS, OR NEGLIGENCE; (B) TESTING, MAINTENANCE, REPAIR, INSTALLATION, OR MODIFICATION BY PARTIES OTHER THAN MOTOROLA; (C) CUSTOMER’S OR ANY AUTHORIZED USER’S FAILURE TO COMPLY WITH INDUSTRY AND OSHA OR OTHER LEGAL STANDARDS; (D) DAMAGE TO RADIO ANTENNAS, UNLESS CAUSED BY DEFECTS IN MATERIAL OR WORKMANSHIP; (E) EQUIPMENT WITH NO SERIAL NUMBER; (F) BATTERIES OR CONSUMABLES; (G) FREIGHT COSTS FOR SHIPMENT TO REPAIR DEPOTS; (H) COSMETIC DAMAGE THAT DOES NOT AFFECT OPERATION; (I) NORMAL WEAR AND TEAR; (J) ISSUES OR OBSOLESCENCE OF LICENSED SOFTWARE DUE TO CHANGES IN CUSTOMER OR AUTHORIZED USER REQUIREMENTS, EQUIPMENT, OR SYSTEMS; (K) TRACKING AND LOCATION-BASED SERVICES; OR (L) BETA SERVICES.

6.3. Voluntary Remedies. Motorola is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed or excluded issues in the MCA or **Section 6.2 – Additional Exclusions** above, but if Motorola agrees to provide Services to help resolve such issues, Customer will reimburse Motorola for its reasonable time and expenses, including by paying Motorola any Fees set forth in an Ordering Document for such Services, if applicable.

7. Copyright Notices. The existence of a copyright notice on any Licensed Software will not be construed as an admission or presumption of publication of the Licensed Software or public disclosure of any trade secrets associated with the Licensed Software.

8. Survival. The following provisions will survive the expiration or termination of this EPSLA for any reason: **Section 3 – Licensed Software License and Restrictions; Section 4 – Term; Section 5 – Payment; Section 6.2 – Additional Exclusions; Section 8 – Survival.**

Communications Systems Addendum

This Communications Systems Addendum (this “**CSA**”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity set forth in the signature block below or in the MCA (“**Customer**”), and will be subject to, and governed by, the terms of the Master Customer Agreement entered into between the Parties (the “**MCA**”), and the applicable Addenda. Capitalized terms used in this CSA, but not defined herein, will have the meanings set forth in the MCA or the applicable Addenda.

1. Addendum. This CSA governs Customer’s purchase of certain Motorola radio Products, including Communications Systems, and will form part of the Parties’ Agreement. A “**Communications System**” is a solution that includes at least one radio Product, whether devices, software, or infrastructure, and requires Integration Services to deploy such radio Product at a Customer Site or onto any Customer-Provided Equipment or Equipment provided to Customer. In addition to the MCA, other Addenda may be applicable to the Communications System or other software Products, including the Equipment Purchase and Software License Addendum (“**EPSLA**”), with respect to Licensed Software and Equipment, and the Subscription Software Addendum (“**SSA**”), with respect to Subscription Software, as further described below. This CSA will control with respect to conflicting or ambiguous terms in the MCA or any other applicable Addendum, but only as applicable to the Communications System or other software Products purchased under this CSA and not with respect to other Products and Services.

2. Communications Systems; Applicable Terms and Conditions.

2.1. Communications System. If Customer purchases a Communications System, then, unless the Ordering Document(s) specify that any software is being purchased on a subscription basis (i.e., as Subscription Software), such Equipment and Licensed Software installed at Customer Sites, including on devices sold to Customer by Motorola or on Customer-Provided Equipment, are subject to the EPSLA. Communications Systems described in this Section qualify for the System Warranty as described in **Section 5.2 – Communications System Warranty** (the “**System Warranty**”). In connection with a Communications System, Customer may also purchase additional Subscription Software that integrates with its Communications System (e.g., Critical Connect) (each, an “**Add-On Subscription**”). Any Add-On Subscription will be subject to the terms and conditions of the SSA and excluded from the System Warranty.

2.2. Services.

2.2.1. Any Integration Services or Maintenance and Support Services purchased in connection with, or included as a part of, a Communications System are subject to the MCA, and as described in the applicable Ordering Document.

2.2.2. During the Warranty Period, in addition to warranty services, Motorola will provide Maintenance and Support Services for the Equipment and support for the Motorola Licensed Software pursuant to the applicable maintenance and support Ordering Document. Support for the Motorola Licensed Software will be in accordance with Motorola’s established Software Support Policy (“**SwSP**”). Copies of the SwSP can be found at https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf and will be sent by mail, email or fax to Customer upon written request. If Customer wishes to purchase (a) additional Maintenance and Support Services during the Warranty Period; or (b) continue or expand maintenance, software support, installation, and/or Motorola’s Lifecycle Management Services (“**LMS**”) after the Warranty Period,

Motorola will provide the description of and pricing for such services in a separate proposal document and such terms will be agreed upon in an Ordering Document. Unless otherwise agreed by the Parties in writing, the terms and conditions in this Agreement applicable to maintenance, support, installation, and/or LMS, will be included in the Maintenance and Support Addendum, LMS Addendum, the applicable Ordering Documents, and the proposal (if applicable). These collective terms will govern the provision of such Services.

2.2.3. To obtain any additional Services, Customer will issue a purchase order referring to this Agreement and the separate proposal document. Omission of reference to this Agreement in Customer's purchase order will not affect the applicability of this Agreement. Motorola's proposal may include a cover page entitled "Service Agreement" or "Installation Agreement", as applicable, and other attachments. These cover pages and other attachments are incorporated into this Agreement by this reference.

3. Communications System Acceptance.

3.1. Acceptance. Any Communications System described in an Ordering Document hereunder (including the Products, Integration Services, and all other components thereof) will be deemed completed upon successful completion of the acceptance procedures ("**Acceptance Tests**") set forth in the Acceptance Test Plan attached as **Exhibit B-4 – Acceptance Test Plan** hereto ("**System Acceptance**"). Motorola will notify Customer at least ten (10) days before the Communications System testing commences. Upon System Acceptance, the Parties will memorialize this event by promptly executing a certificate documenting such System Acceptance as set forth in **Exhibit C**. If the Acceptance Test Plan includes separate tests for individual sub-Systems or phases of the Communications System, acceptance of the individual sub-System or phase will occur upon the successful completion of the Acceptance Tests for the sub-Communications System or phase, and the Parties will promptly execute an acceptance certificate for the sub-Communications System or phase. If Customer believes the Communications System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the Communications System that do not materially impair the operation of the Communications System as a whole will not postpone System Acceptance or sub-Communications System acceptance, but will be corrected according to a mutually agreed punch list schedule. This Section applies to Products purchased as part of a Communications System notwithstanding the delivery provisions of the Addendum applicable to such Products, such as the SSA or EPSLA, and this Section will control over such other delivery provisions to the extent of a conflict.

3.2. Beneficial Use. Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the Communications System before System Acceptance. Therefore, Customer will not commence using the system before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for Communications System performance deficiencies that occur prior to System Acceptance or use of the Communications System is otherwise authorized in writing by Motorola. Upon such date that Customer begins using the Communications System, Customer assumes responsibility for the use and operation of the Communications System.

4. Payment. Customer will pay invoices for the Products and Services covered by this CSA in accordance with the invoice payment terms set forth in the MCA. Additional payment terms are set forth hereto in **Exhibit A – Payment**.

5. Warranty.

5.1. Radio Products Warranty. The warranties applicable to Motorola-manufactured Equipment set forth in **Section 6 – Representations and Warranties; Liabilities** of the EPSLA shall be applicable to all radio Equipment purchased hereunder whether or not such Equipment was manufactured by Motorola.

5.2. Communications System Warranty. Subject to the disclaimers in the MCA and any other applicable Addenda, Motorola represents and warrants that, on the date of System Acceptance, (a) such Communications System will perform in accordance with the descriptions in the applicable Ordering Documents in all material respects, and (b) if Customer has purchased any Equipment or Motorola Licensed Software (but, for clarity, excluding Subscription Software) as part of such on-Communications System, the warranty period applicable to such Equipment and Motorola Licensed Software will continue for a period of one (1) year commencing upon System Acceptance (the “**Warranty Period**”) instead of commencing upon delivery of the Products in accordance with the terms and conditions set forth in **Section 6 – Representations and Warranties; Liabilities** of the EPSLA. The warranties set forth in the applicable Addenda are not otherwise modified by this CSA.

6. Additional Equipment or Software with a Communications System. Following the date of System Acceptance, Customer may order additional Equipment or Software that is intended for use with the Communications System for an additional three (3) years, if it is then available. Each purchase order must refer to the Agreement, and must specify the pricing and delivery terms.

7. Broadband Enabled Devices. The terms set forth in this **Section 7 – Broadband Enabled Devices** apply to broadband-enabled devices.

7.1. Subscription Services. Customer’s purchase of any broadband-enabled radio devices, such as ApxNext radios, includes certain Subscription Software all of which are subject to the SSA. Customer’s purchase of any such broadband enable devices may include an initial or trial subscription to the Subscription Software included with purchase of the device; following expiration of such initial or trial term, Customer must purchase a subscription for continued use of such Subscription Software.

7.2. Flow-Down Terms. Additional license terms apply to third-party broadband services purchased in connection with a broadband enable Communications System, which are available online at: www.motorolasolutions.com/product-terms/flow-downs. Customer will comply, and ensure its Authorized Users comply, with all such additional license terms.

8. Critical Connect. The terms set forth in this **Section 8 – Critical Connect** apply to Motorola’s Critical Connect Product. Motorola’s Critical Connect Product is Subscription Software, and any purchase of such Product will be subject to the SSA.

8.1. Term. Notwithstanding the SSA, the Initial Subscription Period of the Critical Connect service shall be for a period of three (3) years from the date of delivery. Renewal Subscription Years shall be for subsequent three (3) year periods rather than twelve (12) month periods as set forth in the **Section 4 – Term** of the SSA, with such renewals to automatically occur unless

one party notifies the other Party of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term.

8.2. Cancellation Fees. If Customer terminates the Critical Connect subscription prior to the end of the then-current Subscription Term, Customer will be obligated to pay a cancellation fee of fifty percent (50%) of the remaining three (3) year Initial Subscription Period or Renewal Subscription Year at list price.

8.3. Service Tiers. Customer can upgrade the Critical Connect Subscription Software to higher tiers or downgrade to a lower tier. Additionally, Customer can stack multiple tiers together (additional setup fees may be required if upgrading to higher capacity levels). When Customer performs a tier upgrade or downgrade, the Subscription Term will be reset and a new three (3) year Initial Subscription Period will commence.

8.4. Port Restrictions. The Motorola on-premise gateway utilizes an ISSI connection and port. This connection is to be used only by the Motorola on-premise gateway in accordance with this service. Use of this ISSI connection and port with any other non-approved gateway is strictly prohibited.

9. Transport Connectivity Services. Certain Communications Systems may include one or more transport connectivity services as specified in the Ordering Document. In addition to the terms of this CSA, transport connectivity services shall also be governed by the terms of Motorola's standard Transport Connectivity Addendum.

10. Survival. The following provisions will survive the expiration or termination of this CSA for any reason: **Section 1 – Addendum; Section 2 – Communications Systems; Applicable Terms and Conditions; Section 7 – Broadband Services; Section 8 – Critical Connect; Section 11– Survival.**

Addendum to Master Customer Agreement For Transport Connectivity

This Addendum for Transport Connectivity (this "TCA") is entered into between Motorola Solutions Connectivity, Inc., with offices at 500 W Monroe St., Suite 4400, Chicago, IL 60661 ("Motorola"), a wholly owned subsidiary of Motorola Solutions, Inc. ("MSI"), and the entity set forth in the signature block below or in the MCA or Primary Agreement ("Customer"), and will be subject to, and governed by, the terms of the Motorola Solutions Customer Agreement or other Primary Agreement entered into between Customer and MSI (the "Agreement"), and the applicable Addenda. Capitalized terms used in this TCA, but not defined herein, will have the meanings set forth in the Agreement or the applicable Addenda.

1. **Addendum.** This TCA governs Customer's purchase of certain transport connectivity, as further described below (generally referred to as the "Connectivity"), and constitutes an agreement solely entirely between Motorola and Customer. Motorola and Customer shall only be liable to each other for the obligations expressly set forth in this TCA. In no event will MSI be liable for any of Motorola's obligations or liabilities pursuant to this TCA. In addition to the Agreement, other Addenda may be applicable to other Products or Services, with respect to Software and Equipment, as each of those terms is defined therein, and as further described below, if any. This TCA will control with respect to conflicting terms in the Agreement or any other applicable Addendum, but only as applicable to the Connectivity purchased under this TCA and not with respect to other Products or Services.

2. **Connectivity Service Description and Applicable Terms and Conditions.**

- 2.1. Connectivity Service Description. Connectivity means the physical connection (i.e. the physical copper, fiber, wireless transport technology(ies) or other transmission medium used) that is designed for the transmission of information including data between locations, devices, equipment and/or facilities designated for Customer, as set forth in the applicable Statement of Work (“SOW”) between the parties, which may be located on Customer premises, mobile, and/or in remote Motorola or MSI procured data centers or cloud-based locations. If a generic demarcation point (such as a street address) is provided, the demarcation point will be Motorola's Minimum Point of Entry (MPOE) at such location (as determined by Motorola and/or its vendors). Additional wiring may be provided by MSI, at its sole discretion, and may 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. Any additional wiring or necessary transmission media will be provided and/or maintained by MSI as specifically described in the accompanying SOW. Motorola will maintain Connectivity to the demarcation point only. Customer disclaims any interest in any equipment, property or licenses used by Motorola to provide Connectivity. Terms for interest in additional wiring and maintenance of additional wiring will be as delineated in an applicable SOW.
- 2.2. Types of Connectivity Technologies. Motorola uses different technologies to provide Connectivity. Some technologies or speeds may not be available in all areas or with certain types of Connectivity. Unless otherwise set forth in the Agreement or applicable SOW, Motorola utilizes different technologies to provide Connectivity at its sole discretion and may include, but not be limited to ethernet, wavelength, special access, and/or wireless technologies (again, including but not limited to LTE or equivalent wireless services or wireless satellite services). In addition, Connectivity 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”).

3. **Requests for Connectivity, Third Party Providers and Statements of Work.** Customer will request Connectivity as provided for in the applicable SOW(s). Motorola will notify Customer of acceptance of a request for Connectivity by delivering (in writing or electronically) a confirmation, or by delivering the Connectivity.

- 3.1. Third Party Providers of Connectivity. Customer understands and agrees that Connectivity is provided to Motorola by third parties, and then may be combined with certain Motorola and/or MSI equipment, as requested by Customer and agreed in an applicable SOW. Motorola does not build or provision Connectivity itself; it solely procures underlying services to provide Connectivity from third parties.

3.1.1. Provision of Connectivity is subject to availability of underlying Connectivity from Motorola's applicable vendor. Provisioning intervals for Connectivity are dependent upon the intervals provided to Motorola by the underlying third party provider. Customer agrees that Motorola may request, but is not responsible for, certain provisioning intervals as requested by Customer in a SOW.

3.1.2. Customer further agrees that Motorola does not offer any specific service level agreements, service level objectives, outage credits or other guarantees regarding outages or reliability of services (collectively, “SLAs”) procured and included as part of Connectivity from third party providers. Any SLAs available to Customer will be

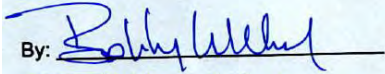
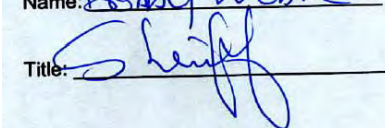
separately identified and provided by MSI under the Agreement and any applicable SOW. No other SLAs will be provided or are available from Motorola, unless specifically delineated herein.

- 3.1.3. Certain requirements of Motorola's third party providers may apply to the provision of Connectivity and are included as Exhibit A to this TCA.
 - 3.2. **Statement of Work.** Motorola and MSI will provide a Statement of Work ("SOW") to further describe implementation of Connectivity and the use of the provided Connectivity with additional services and/or equipment provided by MSI. An applicable SOW may contain SLAs with respect to other services provided by MSI outside of Connectivity or in conjunction with Connectivity. However, Customer and Motorola agree that such SLAs do not apply directly to Connectivity in and of itself provided by Motorola.
4. **Provisioning, Maintenance and Repair.** Motorola may re-provision Connectivity from one third party provider to another and such changes will be treated as scheduled maintenance. Scheduled maintenance will not normally result in Connectivity interruption. If scheduled maintenance requires Connectivity 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 Connectivity 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.
5. **Termination.** Should any Connectivity be terminated under the provisions of the Agreement, Customer agrees that it will reimburse Motorola for any termination charges levied against Motorola by any third party providers of individual components of Connectivity. Motorola will invoice such charges through its standard billing processes and such amounts will be paid pursuant to the provisions of the Agreement.
6. **Customer Information.** Customer agrees that Motorola may use, access and disclose Customer's information including customer data and network information within its own and its affiliates' business operations, and with third party vendors acting on Motorola's behalf for provision of the Connectivity.
7. **Network Monitoring.** Transmissions passing through the facilities of Motorola's vendors may be subject to legal intercept and monitoring activities by its vendors (or vendors' suppliers) or local authorities in accordance with applicable local law requirements. To the extent consent or notification is required by Customer or end users under applicable data protection or other laws, Customer grants its consent under and represents that it will have at all relevant times the necessary consents from all end users.
8. **Transmission Service Priority.** Certain service priority(ies), including restoration, may be available to Customer for an additional fee from Motorola's third party provider of Connectivity. If Customer elects to implement an available service priority for Connectivity, then Customer is required to expressly set forth its priority election within the applicable SOW, cooperate fully with Motorola and Motorola's third party provider of Connectivity to

effectuate and maintain implementation, and pay any additional fees, costs, or surcharges applicable to the elected priority service.

9. **Billing and Payment.** Motorola will issue invoices to Customer for the provision of Connectivity to Customer, which may include but not limited to charges billed by third party providers and all taxes fees, surcharges or other charges imposed by such third party providers. Customer will pay invoices from Motorola for the Connectivity covered by this TCA in accordance with the invoice payment terms set forth in the Agreement. Fees for Connectivity will be invoiced as of the provisioning date, as determined by Motorola, unless another payment schedule or milestones are set forth in the Agreement or applicable SOW. Motorola may, at its sole discretion, utilize MSI as its billing and collection agent and Customer expressly agrees that invoices for Motorola services may appear on invoices issued by MSI.
10. **Taxes and Regulatory Cost Recovery Fees.** Unless otherwise specified, prices for Connectivity do not include any excise, sales, lease, 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 a SOW. 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 applicable tax-exemption certificates. Motorola will be solely responsible for reporting Taxes on its income and net worth.

IN WITNESS WHEREOF, the parties hereto have executed this TCA as of the Effective Date of the MCA.

CUSTOMER
By: 
Name: Bobby Wehr
Title: 

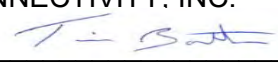
MOTOROLA SOLUTIONS
CONNECTIVITY, INC.
By: 
Name: Travis Boettcher
Title: VP, Software Sales

EXHIBIT A

Requirements of Third Party Providers for Provision of Connectivity

1. VERIZON

For Connectivity using Verizon third party services, the following additional terms apply.

For purposes of this Exhibit, “**Service**” means certain wireline (including but not limited to Ethernet, wavelength, MPLS or other VPN services and SD-WAN) and/or wireless services provided directly or indirectly by Verizon which may include but it is not limited to data transmission services between devices (wireless or other) and computer servers or other machines, or between wireless devices, with limited or no manual intervention or supervision.

Content Disclaimer. Neither Verizon, Motorola, nor MSI exercises control over nor has any responsibility for the accuracy, quality, security or other aspect of any content accessed, received, transmitted, stored, processed or used through Verizon facilities or any Services (except to the extent particular Services explicitly state otherwise). Customer accesses, receives, transmits, stores, processes, or uses any content at its own risk. Customer is solely responsible for selecting and using the level of security protection needed for the content it is accessing, receiving, storing, processing or using, including without limitation Customer data, individual health and financial content. Each of Verizon, Motorola, and MSI is not responsible if the level of security protection Customer uses for any particular content is insufficient to prevent its unauthorized access or use, to comply with applicable law, or to otherwise fully protect the interests of Customer and others in that content.

Use of Customer Data. Verizon, Verizon Affiliates and their respective agents, may use, process and/or transfer Customer data (including intra-group transfers and transfers to entities in countries that do not provide statutory protections for personal information): (a) in connection with provisioning of Services; (b) to incorporate Customer data into databases controlled by Verizon, Verizon Affiliates or their respective agents for the purpose of providing Services; administration; provisioning; billing and reconciliation; verification of Customer identity, solvency and creditworthiness; maintenance, support and product development; fraud detection and prevention; sales, revenue and customer analysis and reporting; market and customer use analysis; and (c) to communicate to Motorola, MSI or Customer regarding Services.

Customer Consent. Customer warrants that it has obtained or will obtain all legally required consents and permissions from relevant parties (including data subjects) for the use, processing and transfer of Customer data as described in the Use of Customer Data clause above.

A. VERIZON WIRELESS SERVICES TERMS (IF APPLICABLE AND PART OF CONNECTIVITY):

Customer agrees to comply with the additional responsibilities for access to and use of the Service provided by Verizon:

Service Availability. The Service uses radio technologies and is subject to transmission and service area limitations, interruptions and dropped calls caused by atmospheric, topographical or environmental conditions, cell site availability, equipment or its installation, governmental regulations, system limitations, maintenance or other conditions or activities affecting Service

operation. The Service and/or features may not be available in all areas. The Service is only available within each applicable calling plan coverage area, within the operating range of the wireless systems, and with equipment that is authorized to operate on Verizon's network.

WARRANTY DISCLAIMER. VERIZON AND ITS AFFILIATES AND CONTRACTORS MAKE NO WARRANTIES WHATSOEVER, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, QUALITY, PERFORMANCE OR NON-INFRINGEMENT OF THE SERVICE OR EQUIPMENT OR THEIR USE IN CONNECTION WITH THE CUSTOMER PROVIDED EQUIPMENT OR VERIZON PRODUCT OR SERVICE WITH RESPECT TO VERIZON.

User Disclosures. THE CUSTOMER UNDERSTANDS AND AGREES THAT IT: (1) HAS NO CONTRACTUAL RELATIONSHIP WITH THE UNDERLYING SERVICE PROVIDER OR ITS AFFILIATES OR CONTRACTORS; (2) IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN MOTOROLA SOLUTIONS INC. AND ITS AFFILIATES INCLUDING VESTA SOLUTIONS INC. AND THE UNDERLYING CARRIER; AND (3) ACKNOWLEDGES AND AGREES THAT THE UNDERLYING CARRIER AND ITS AFFILIATES AND CONTRACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO CUSTOMER AND CUSTOMER HEREBY WAIVES ANY AND ALL CLAIMS OR DEMANDS THEREFOR.

LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER SECTION OF THE AGREEMENT, NEITHER MOTOROLA, VESTA NOR VERIZON AND THEIR AFFILIATES AND CONTRACTORS WILL HAVE ANY LIABILITY TO CUSTOMER OR ANY END USER:

- A) IF CHANGES IN THE SERVICE OR IN THE VERIZON NETWORK, SYSTEMS, OPERATIONS, EQUIPMENT, POLICIES OR PROCEDURES RENDER OBSOLETE OR OUTDATED ANY EQUIPMENT, HARDWARE, DEVICES OR SOFTWARE;
- B) FOR ANY CAUSES OF ACTION, LOSSES OR DAMAGES OF ANY KIND WHATSOEVER ARISING OUT OF (I) MISTAKES, OMISSIONS, INTERRUPTIONS, ERRORS, OR DEFECTS IN FURNISHING THE SERVICE, OR (II) FAILURES OR DEFECTS IN THE VERIZON NETWORK OR SYSTEMS,
- C) FOR ANY INJURY TO PERSONS OR PROPERTY, LOSSES (INCLUDING ANY LOSS OF BUSINESS), DAMAGES, CLAIMS OR DEMANDS OF ANY KIND OR NATURE, INCLUDING, BUT NOT LIMITED TO, USE OR INABILITY TO USE THE SERVICE, RELIANCE BY CUSTOMER ON ANY DATA PROVIDED OR OBTAINED THROUGH USE OF THE SERVICE, ANY INTERRUPTION, DEFECT, ERROR, VIRUS, OR DELAY IN OPERATION OR TRANSMISSION, ANY FAILURE TO TRANSMIT OR ANY LOSS OF DATA ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT. IN NO EVENT SHALL VERIZON, MOTOROLA, VESTA OR ITS VENDORS BE LIABLE FOR LOSSES, DAMAGES, CLAIMS OR EXPENSES OF ANY KIND ARISING OUT OF THE USE OR ATTEMPTED USE OF, OR THE INABILITY TO ACCESS, LIFE SUPPORT OR MONITORING SYSTEMS OR DEVICES, 911 OR E911, OR OTHER EMERGENCY NUMBERS OR SERVICES

D) NOTWITHSTANDING THE FOREGOING THE TOTAL LIABILITY OF VERIZON TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT, FOR ANY AND ALL CAUSES OF ACTIONS AND CLAIMS, IS LIMITED TO THE LESSER OF: (A) DIRECT DAMAGES PROVEN BY CUSTOMER; OR (B) THE AMOUNT PAID BY CUSTOMER TO VERIZON UNDER THIS AGREEMENT FOR THE TWELVE (12) MONTH PERIOD PRIOR TO ACCRUAL OF THE MOST RECENT CAUSE OF ACTION. NOTHING IN THIS SECTION LIMITS VERIZON'S LIABILITY: (A) IN TORT FOR ITS WILLFUL OR INTENTIONAL MISCONDUCT; OR (B) FOR BODILY INJURY. FOR THE AVOIDANCE OF DOUBT, UNDER NO CIRCUMSTANCES SHALL VERIZON'S, MOTOROLA'S, OR VESTA'S EXERCISE OF ANY RIGHTS SET FORTH IN THIS ADDENDUM BE DEEMED WILLFUL OR INTENTIONAL MISCONDUCT.

B. VERIZON WIRELINE SERVICES TERMS (IF APPLICABLE AND PART OF CONNECTIVITY):

Services Suspension. Verizon may, subject to giving Motorola, MSI or Customer reasonable notice where practicable, suspend one or more services provided by Verizon (or a part thereof) if:

- suspension of Services is necessary to prevent or protect against fraud, or otherwise protect persons or property, Verizon personnel, agents, facilities, or services;
- Verizon is obliged to comply with an order, instruction or request of a court, government agency, emergency service organization (e.g. police or fire service) or other administrative or regulatory authority;
- Verizon has reasonable grounds to consider that use of the Services violates the AUP, as defined below, or other terms of a contract; or
- Customer fails to provide or increase the security as requested by Verizon.

Customer Obligations.

Access. Where Verizon requires access to a Customer site in order to provide Services, Customer shall grant or shall procure the grant to Verizon of such rights of access to each Customer site, including any necessary licenses, waivers and consents. Customer shall advise Verizon in writing of all health and safety rules and regulations and any other reasonable security requirements applicable at the Customer site. Customer shall provide Verizon with such facilities and information as Verizon may reasonably require to perform its obligations or exercise its rights under a Contract.

Acceptable Use Policy (AUP).

Compliance. Use of Verizon IP Services must comply with the then current version of the AUP of the countries from which Customer uses such Services (in the event no AUP exists for a country, the U.S. AUP shall apply). The applicable AUP is available at the following URL: <http://www.verizonenterprise.com/terms> or other URL designated by Verizon. Customer shall ensure that each user of the Services complies with the AUP. Verizon reserves the right to change the AUP from time to time, effective upon posting of the revised AUP at the designated URL or other notice to Customer. Verizon will regularly review the AUP (and whether there have

been any changes to it) with Customer, but no less than quarterly, and sooner in the event there are changes.

To the extent permitted by law, Customer will defend, indemnify and hold harmless the Verizon Indemnitees, as defined by Verizon at the link for the AUP identified above, from and against any claims, suits, judgments, settlements, losses, damages, expenses (including reasonable legal fees and expenses), and costs (including allocable costs of in-house counsel) asserted against or incurred by any of the Verizon Indemnitees arising out of any of the following allegations by a third party: Customer's, users' of the Services, or Customer's customers' violation of the AUP; or the unauthorized use of or access to the Services or Verizon Facilities by any person, under Customer's reasonable control, using Customer's systems or network. Notwithstanding any other provision of a Contract, Customer shall pay all expenses and costs, including costs of investigation, court costs, and reasonable legal fees and expenses (including allocable costs of in-house counsel) incurred by Verizon Indemnitees in enforcing this provision. Verizon holds the benefit of this sub-clause on trust for the other Verizon Indemnitees.

Software Products Addendum

This Software Products Addendum (this “**SPA**”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity set forth in the signature block below or in the MCA (“**Customer**”), and will be subject to, and governed by, the terms of the Motorola Solutions Customer Agreement entered into between the Parties (the “**MCA**”), and the applicable Addenda. Capitalized terms used in this SPA, but not defined herein, will have the meanings set forth in the MCA or the applicable Addenda.

1. Addendum. This SPA governs Customer’s purchase of certain Motorola software Products, including Software Systems, and will form part of the Parties’ Agreement. A “**Software System**” is a solution that includes at least one command center software Product and requires Integration Services to deploy such software Product at a Customer Site or onto any Customer-Provided Equipment or Equipment provided to Customer. In addition to the MCA, other Addenda may be applicable to the Software System or other software Products, including the Subscription Software Addendum (“**SSA**”), with respect to Subscription Software, and the Equipment Purchase and Software License Addendum (“**EPSLA**”), with respect to Licensed Software and Equipment, as further described below. This SPA will control with respect to conflicting or ambiguous terms in the MCA or any other applicable Addendum, but only as applicable to the Software System or other software Products purchased under this SPA and not with respect to other Products and Services.

2. Software Systems; Applicable Terms and Conditions.

2.1. On-Premise Software System. If Customer purchases an “on-premises Software System,” where Equipment and Licensed Software are installed at Customer Sites or on Customer-Provided Equipment, then, unless the Ordering Document(s) specify that any software is being purchased on a subscription basis (i.e., as Subscription Software), such Equipment and Licensed Software installed at Customer Sites or on Customer-Provided Equipment are subject to the EPSLA. On-premises Software Systems described in this Section qualify for the System Warranty as described in **Section 5 – On-Premises Software System Warranty** (the “**System Warranty**”). In connection with the on-premises Software System,

Customer may also purchase additional Subscription Software that integrates with its on-premises Software System (e.g., CommandCentral Aware) (each, an “**Add-On Subscription**”). Any Add-On Subscription will be subject to the terms and conditions of the SSA and excluded from the System Warranty.

2.2. On-Premise Software System as a Service. If Customer purchases an “on-premises Software System as a service,” where Equipment and software Products are installed at Customer Sites or on Customer-Provided Equipment, and such software is generally licensed on a subscription basis (i.e., as Subscription Software), then such Subscription Software will be subject to the SSA and not the EPSLA. Any (a) Equipment purchased, (b) firmware preinstalled on such Equipment, and (c) Microsoft operating system Licensed Software are subject to the EPSLA. On-premises Software Systems as a service described in this Section are provided as a service and, accordingly, do not qualify for the System Warranty. System completion, however, is determined in accordance with the provisions of **Section 3 – Software System Completion** below.

2.3. Cloud Hosted Software System. If Customer purchases a “cloud hosted Software System,” where the applicable software is hosted in a data center and provided to Customer as a service (i.e., as hosted Subscription Software), including CommandCentral Products, then such Subscription Software is subject to the SSA. Any Equipment purchased in connection with a cloud Software System is subject to the EPSLA. Cloud hosted Software Systems described in this Section do not qualify for the System Warranty. System completion, however, is determined in accordance with the provisions of **Section 3 – Software System Completion** below.

2.4. Services. Any Integration Services or Maintenance and Support Services purchased in connection with, or included as a part of, a Software System are subject to the MCA, and as described in the applicable Ordering Document.

3. Software System Completion. Any Software System described in an Ordering Document hereunder (including the Products, Integration Services, and all other components thereof) will be deemed completed upon Customer’s (or the applicable Authorized User’s) Beneficial Use of each Product that is included in the Software System (unless alternative acceptance procedures are set forth in the applicable Ordering Document) (the “**System Completion Date**”). Customer will not unreasonably delay Beneficial Use of any Product within a Software System, and in any event, the Parties agree that Beneficial Use of a Product will be deemed to have occurred thirty (30) days after functional demonstration. For clarity, if a Software System is comprised of more than one Product, Motorola may notify Customer that all Integration Services for a particular Product within the Software System have been completed, and Customer may have Beneficial Use of such Product prior to having Beneficial Use of other Products in the Software System, or of the Software System as a whole. In such case, the Integration Services applicable to such Product will be deemed complete upon Customer’s Beneficial Use of the Product (“**Product Completion Date**”), which may occur before the System Completion Date. 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 a Product within a Software System, in material conformance with Product descriptions in the applicable Ordering Document. This Section applies to Products purchased as part of a Software System notwithstanding the delivery provisions of the Addendum applicable to such Products, such as the SSA or EPSLA, and this Section will control over such other delivery provisions to the extent of a conflict.

4. Payment. Customer will pay invoices for the Products and Services covered by this SPA in accordance with the invoice payment terms set forth in the MCA. Fees for Software

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 Software System, the Ordering Documents for a Software 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 Customer in accordance with the terms of the MCA.

5. On-Premises Software System Warranty. Subject to the disclaimers in the MCA and any other applicable Addenda, Motorola represents and warrants that, on the System Completion Date for an on-premises Software System described in **Section 2.1 – On-Premises Software System**, or on the applicable Product Completion Date for a specific Product within such on-premises Software System, if earlier, (a) such Software System or Product will perform in accordance with the descriptions in the applicable Ordering Documents in all material respects, and (b) if Customer has purchased any Equipment or Motorola Licensed Software (but, for clarity, excluding Subscription Software) as part of such on-premises Software 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 Software 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 **Section 6 – Representations and Warranties; Liabilities** of the EPSLA. The warranties set forth in the applicable Addenda are not otherwise modified by this SPA.

6. Prohibited Use. Customer will not integrate or use, or permit a third party or an Authorized User to integrate or use, any Non-Motorola Content with or in connection with a Software System or other software Product provided by Motorola under this SPA, without the express written permission of Motorola.

7. API Support. Motorola will use commercially reasonable efforts to maintain its Application Programming Interface (“API”) offered sold in connection with any Software 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 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 Customer. If an API presents a security risk, Motorola may discontinue an API without prior notice.

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

9. Applicable End User Terms. Additional license terms apply to third-party software included in certain software Products which are available online at www.motorolasolutions.com/legal-flow-downs. Customer will comply, and ensure its Authorized Users comply, with all such additional license terms.

10. Additional Terms for On-Premise Software System as a Service. The terms set forth in this **Section 10 – Additional Terms for On-Premise Software System as a Service** apply in the event Customer purchases an on-premises Software System as a service under this SPA.

10.1. Transition to Subscription License Model. If the Parties mutually agree that any on-premises Subscription Software purchased under this SPA as part of an on-premises Software System as a service will be replaced with or upgraded to Subscription Software hosted in a data center, then upon such time which the Parties execute the applicable Ordering Document, (a) the licenses granted to such on-premises Subscription Software under the applicable Ordering Document will automatically terminate, (b) Customer and its Authorized Users will cease use of the applicable on-premises copies of Subscription Software, and (c) the replacement hosted Subscription Software provided hereunder will be governed by the terms of the SSA and this SPA.

10.2. Transition Fee. Motorola will not charge additional Fees for Services related to the transition to hosted Subscription Software, as described in **Section 10.1 – Transition to Subscription License Model**. Notwithstanding the foregoing, subscription Fees for the applicable hosted Subscription Software are subject to the SSA and the applicable Ordering Document, and may be greater than Fees paid by Customer for on-premises Subscription Software.

10.3. Software Decommissioning. Upon (a) transition of the on-premises Software System as a service to Subscription Software hosted in a data center or (b) any termination of the Subscription Software license for the on-premises Software System as a service, Motorola will have the right to enter Customer Sites and decommission the applicable on-premises Subscription Software that is installed at Customer’s Site or on Customer-Provided Equipment.

For clarity, Customer will retain the right to use Licensed Software that is firmware incorporated into Equipment purchased by Customer from Motorola and any Microsoft operating system Licensed Software.

11. Additional Terms for CAD and Records Products. The terms set forth in this **Section 11 – Additional Terms for CAD and Records Products** apply in the event Customer purchases any Computer Aided Dispatch (“CAD”) or Records Products under this SPA.

11.1. Support Required. Customer acknowledges and agrees that the licenses granted by Motorola under the Agreement to CAD and Records Products for on-premises Software Systems are conditioned upon Customer purchasing Maintenance and Support Services for such Products during the term of the applicable license. If at any time during the term of any such license, Customer fails to purchase associated Maintenance and Support Services (or pay the fees for such Services), Motorola will have the right to terminate or suspend the software licenses for CAD and Record Products, and this SPA or the applicable Ordering Document.

11.2. CJIS Security Policy. Motorola agrees to support 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. 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.

12. Additional Cloud Terms. The terms set forth in this **Section 12 – Additional Cloud Terms** apply in the event Customer purchases any cloud-hosted software Products.

12.1. Data Storage. Motorola will determine, in its sole discretion, the location of the stored content for cloud hosted software Products. All data, replications, and backups will be stored at a location in the United States for Customers in the United States.

12.2. 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.

12.3. 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.

12.4. Maintenance. Scheduled maintenance of cloud-hosted software Products will be performed periodically. Motorola will make commercially reasonable efforts to notify 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 customers of any unscheduled or emergency maintenance twenty-four (24) hours in advance.

13. Survival. The following provisions will survive the expiration or termination of this SPA for any reason: **Section 1 – Addendum; Section 2 – Software Systems; Applicable Terms and Conditions; Section 6 – Prohibited Use; Section 9 – Applicable End User Terms; Section 13 – Survival.**

Subscription Software Addendum

This Subscription Software Addendum (this “**SSA**”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity set forth in the signature block below or in the MCA (“**Customer**”), and will be subject to, and governed by, the terms of the Motorola Solutions Customer Agreement entered into between the Parties (the “**MCA**”). Capitalized terms used in this SSA, but not defined herein, will have the meanings set forth in the MCA.

1. Addendum. This SSA governs Customer’s purchase of Subscription Software (and, if set forth in an Ordering Document, related Services) from Motorola, and will form part of the Parties’ Agreement. Additional Subscription Software-specific Addenda or other terms and conditions may apply to certain Subscription Software, where such terms are provided or presented to Customer.

2. Delivery of Subscription Software.

2.1. Delivery. During the applicable Subscription Term (as defined below), Motorola will provide to Customer the Subscription Software set forth in an Ordering Document, in accordance with the terms of the Agreement. Motorola will provide Customer advance notice (which may be provided electronically) of any planned downtime. Delivery will occur upon Customer’s receipt of credentials required for access to the Subscription Software or upon Motorola otherwise providing access to the Subscription Software. If agreed upon in an Ordering Document, Motorola will also provide Services related to such Subscription Software.

2.2. Modifications. In addition to other rights to modify the Products and Services set forth in the MCA, Motorola may modify the Subscription Software, any associated recurring Services and any related systems so long as their functionality (as described in the applicable Ordering Document) is not materially degraded. Documentation for the Subscription Software may be updated to reflect such modifications. For clarity, new features or enhancements that are added to any Subscription Software may be subject to additional Fees.

2.3. User Credentials. If applicable, Motorola will provide Customer with administrative user credentials for the Subscription Software, and Customer will ensure such administrative user credentials are accessed and used only by Customer’s employees with training on their proper use. Customer will protect, and will cause its Authorized Users to protect, the confidentiality and security of all user credentials, including any administrative user credentials, and maintain user credential validity, including by updating passwords. Customer will be liable for any use of the Subscription Software through such user credential (including through any administrative user credentials), including any changes made to the Subscription Software or issues or user impact arising therefrom. To the extent Motorola provides Services to Customer in order to help resolve issues resulting from changes made to the Subscription Software through user credentials, including through any administrative user credentials, or issues otherwise created by Authorized Users, such Services will be billed to Customer on a time and materials basis, and Customer will pay all invoices in accordance with the payment terms of the MCA.

2.4. Beta Services. If Motorola makes any beta version of a software application (“**Beta Service**”) available to Customer, Customer may choose to use such Beta Service at its own discretion, provided, however, that Customer will use the Beta Service solely for purposes of Customer’s evaluation of such Beta Service, and for no other purpose. Customer acknowledges and agrees that all Beta Services are offered “as-is” and without any representations or warranties or other commitments or protections from Motorola. Motorola will determine the duration of the evaluation period for any Beta Service, in its sole discretion, and Motorola may

discontinue any Beta Service at any time. Customer acknowledges that Beta Services, by their nature, have not been fully tested and may contain defects or deficiencies.

3. Subscription Software License and Restrictions.

3.1. Subscription Software License. Subject to Customer's and its Authorized Users' compliance with the Agreement, including payment terms, Motorola hereby grants Customer and its Authorized Users a limited, non-transferable, non-sublicenseable, and non-exclusive license to use the Subscription Software identified in an Ordering Document, and the associated Documentation, solely for Customer's internal business purposes. The foregoing license grant will be limited to use in the territory and to the number of licenses set forth in an Ordering Document (if applicable), and will continue for the applicable Subscription Term. Customer may access, and use the Subscription Software only in Customer's owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld devices may also log into and access the Subscription Software remotely from any location. No custom development work will be performed under this Addendum.

3.2. End User Licenses. Motorola may use, engage, resell, or otherwise interface with third-party software, hardware or services providers (such as, for example, third-party end point detection and response providers) and other sub-processors, who in turn may engage additional sub-processors to process personal data and other Customer Data. Customer agrees that such third-party software or services providers, sub-processors or their respective sub-processors may process and use personal and other Customer Data in accordance with and subject to their own respective licenses or terms and in accordance with applicable law. Customer authorizes and will provide and obtain all required notices and consents, if any, and comply with other applicable legal requirements, if any, with respect to such collection and use of personal data and other Customer Data by Motorola, and its subcontractors, sub-processors and/or third-party software, hardware or services providers. Notwithstanding any provision to the contrary, to the extent the use or performance of certain Services is governed by any separate license, data requirement, EULA, privacy statement, or other applicable agreement, including terms governing third-party software, hardware or services, including open source software, Customer will comply, and ensure its Authorized Users comply, with any such agreements or terms, which shall govern any such Services.

3.3. Customer Restrictions. Customers and Authorized Users will comply with the applicable Documentation and the copyright laws of the United States and all other relevant jurisdictions (including the copyright laws where Customer uses the Subscription Software) in connection with their use of the Subscription Software. Customer will not, and will not allow others including the Authorized Users, to make the Subscription Software available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; reverse engineer, disassemble, or reprogram software used to provide the Subscription Software or any portion thereof to a human-readable form; modify, create derivative works of, or merge the Subscription Software or software used to provide the Subscription Software with other software; copy, reproduce, distribute, lend, or lease the Subscription Software or Documentation for or to any third party; take any action that would cause the Subscription Software, software used to provide the Subscription Software, or Documentation to be placed in the public domain; use the Subscription Software to compete with Motorola; remove, alter, or obscure, any copyright or other notice; share user credentials (including among Authorized Users); use the Subscription Software to store or transmit malicious code; or attempt to gain unauthorized access to the Subscription Software or its related systems or networks.

4. Term.

4.1. Subscription Terms. The duration of Customer's subscription to the first Subscription Software and any associated recurring Services ordered under this SSA (or the first Subscription Software or recurring Service, if multiple are ordered at once) will commence upon delivery of such Subscription Software (and recurring Services, if applicable) and will continue for a twelve (12) month period or such longer period identified in an Ordering Document (the "**Initial Subscription Period**"). Following the Initial Subscription Period, Customer's subscription to the Subscription Software and any recurring Services will automatically renew for additional twelve (12) month periods (each, a "**Renewal Subscription Year**"), unless either Party notifies the other Party of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. (The Initial Subscription Period and each Renewal Subscription Year will each be referred to herein as a "**Subscription Term**".) Motorola may increase Fees prior to any Renewal Subscription Year. In such case, Motorola will notify Customer of such proposed increase no later than thirty (30) days prior to commencement of such Renewal Subscription Year. Unless otherwise specified in the applicable Ordering Document, if Customer orders any additional Subscription Software or recurring Services under this SSA during an in-process Subscription Term, the subscription for each new Subscription Software or recurring Service will (a) commence upon delivery of such Subscription Software or recurring Service, and continue until the conclusion of Customer's then-current Subscription Term (a "**Partial Subscription Year**"), and (b) automatically renew for Renewal Subscription Years thereafter, unless either Party notifies the other Party of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. Thus, unless otherwise specified in the applicable Ordering Document, the Subscription Terms for all Subscription Software and recurring Services hereunder will be synchronized.

4.2. Term. The term of this SSA (the "**SSA Term**") will commence upon either (a) the Effective Date of the MCA, if this SSA is attached to the MCA as of such Effective Date, or (b) the SSA Date set forth on the signature page below, if this SSA is executed after the MCA Effective Date, and will continue until the expiration or termination of all Subscription Terms under this SSA, unless this SSA or the Agreement is earlier terminated in accordance with the terms of the Agreement.

4.3. Termination. Notwithstanding the termination provisions of the MCA, Motorola may terminate this SSA (or any Addendum or Ordering Documents hereunder), or suspend delivery of Subscription Software or Services, immediately upon notice to Customer if (a) Customer breaches **Section 3 – Subscription Software License and Restrictions** of this SSA, or any other provision related to Subscription Software license scope or restrictions set forth in an Addendum or Ordering Document, or (b) it determines that Customer's use of the Subscription Software poses, or may pose, a security or other risk or adverse impact to any Subscription Software, Motorola, Motorola's systems, or any third party (including other Motorola customers). Customer acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Subscription Software and Documentation, and that Customer's breach of the Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Customer breaches this Agreement, in addition to termination, Motorola will be entitled to all available remedies at law or in equity (including immediate injunctive relief).

4.4. Wind Down of Subscription Software. In addition to the termination rights in the MCA, Motorola may terminate any Ordering Document and Subscription Term, in whole or in part, in the event Motorola plans to cease offering the applicable Subscription Software or Service to customers.

5. Payment.

5.1. Payment. Unless otherwise provided in an Ordering Document (and notwithstanding the provisions of the MCA), Customer will prepay an annual subscription Fee set forth in an Ordering Document for each Subscription Software and associated recurring Service, before the commencement of each Subscription Term. For any Partial Subscription Year, the applicable annual subscription Fee will be prorated based on the number of months in the Partial Subscription Year. The annual subscription Fee for Subscription Software and associated recurring Services may include certain one-time Fees, such as start-up fees, license fees, or other fees set forth in an Ordering Document. Motorola will have the right to suspend the Subscription Software and any recurring Services if Customer fails to make any payments when due. The parties acknowledge that pricing for Cyber Services is dependent on the full term or subscription periods specified in any such Ordering Document. Motorola will have the right to suspend the Services if Customer fails to make any payments when due

5.2. License True-Up. Motorola will have the right to conduct an audit of total user licenses credentialed by Customer for any Subscription Software during a Subscription Term, and Customer will cooperate with such audit. If Motorola determines that Customer's usage of the Subscription Software during the applicable Subscription Term exceeded the total number of licenses purchased by Customer, Motorola may invoice Customer for the additional licenses used by Customer, pro-rated for each additional license from the date such license was activated, and Customer will pay such invoice in accordance with the payment terms in the MCA.

5.3. Customer Data. For avoidance of doubt, for Cyber Services so long as not specifically identifying the Customer, "Customer Data," as defined in the MCA, shall not include, and Motorola shall be free to use, share and leverage security threat intelligence and mitigation data generally, including without limitation, third party threat vectors and IP addresses, file hash information, domain names, malware signatures and information, information obtained from third party sources, indicators of compromise, and tactics, techniques, and procedures used, learned or developed in the course of providing Services

5.4. Future Regulatory Requirements. The Parties acknowledge and agree that Cyber Service is an evolving technological area and therefore, laws and regulations regarding Services may change. Changes to existing Services required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

6. Liability.

6.1. ADDITIONAL EXCLUSIONS. IN ADDITION TO THE EXCLUSIONS FROM DAMAGES SET FORTH IN THE MCA, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (B) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (C) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH THE SUBSCRIPTION SOFTWARE OR SERVICES, OR INTERPRETATION, USE, OR MISUSE THEREOF; (D) TRACKING AND LOCATION-BASED SERVICES; OR (E) BETA SERVICES.

6.2. Direct Damages. For avoidance of doubt, notwithstanding the limitation set out in Section 8.2 of the MCA, the direct damages limitation for Cyber services provided under this SSA and limited to the fees, or the portion of fees, relating only to the Cyber Security Services under this SSA, even if such Services are offered or bundled with other Motorola services.

6.3. Voluntary Remedies. Motorola is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed or excluded issues in the MCA or **Section 6.1 – Additional Exclusions** above, but if Motorola agrees to provide Services to help resolve such issues, Customer will reimburse Motorola for its reasonable time and expenses, including by paying Motorola any Fees set forth in an Ordering Document for such Services, if applicable.

7. Motorola as a Controller or Joint Controller. In all instances where Motorola acts as a controller of data, it will comply with the applicable provisions of the Motorola Privacy Statement at https://www.motorolasolutions.com/en_us/about/privacy-policy.html#privacystatement, as may be updated from time to time. Motorola holds all Customer Contact Data as a controller and shall Process such Customer Contact Data in accordance with the Motorola Privacy Statement. In instances where Motorola is acting as a joint controller with Customer, the Parties will enter into a separate Addendum to the Agreement to allocate the respective roles as joint controllers.

8. Survival. The following provisions will survive the expiration or termination of this SSA for any reason: **Section 4 – Term; Section 5 – Payment; Section 6.1 – Additional Exclusions; Section 8 – Survival.**

Subscription Services Addendum Exhibit A:

FirstNet and AT&T Service Terms

Public Safety Entity (“Customer”) Responsibilities for access to and use of “First Net” Service as provided by AT&T

General. The Customer is responsible for complying with AT&T Acceptable Use Policy found at att.com/aup and applicable AT&T Service Guides found at att.com/servicepublications.

Privacy. The Customer is responsible for complying with all applicable privacy laws. The Customer is responsible for obtaining consent from and giving notice to its Users regarding Motorola’s and AT&T’s collection and use of User information in connection with a Service. The Customer will only make accessible or provide Personal Data to Motorola and AT&T when it has the legal authority to do so.

User Eligibility. The Customer shall verify, or assist Motorola and AT&T in verifying, as stated below, the eligibility of its Users to use the Service. The Customer is required to verify and confirm that its Users are authorized and eligible to use Service. The Customer must perform periodic audits on a regular, but not less than once per year, basis to identify any individuals who are no longer eligible for Service. The Customer must produce such information as may be requested through AT&T by the FirstNet Authority and the United States Government to verify eligibility of its users.

Limitations on the Service. THE CUSTOMER ACKNOWLEDGES THAT SERVICE IS MADE AVAILABLE ONLY WITHIN THE OPERATING RANGE OF THE NETWORKS. SERVICE MAY BE TEMPORARILY REFUSED, INTERRUPTED, OR LIMITED BECAUSE OF: (A) FACILITIES LIMITATIONS; (B) TRANSMISSION LIMITATIONS CAUSED BY ATMOSPHERIC, TERRAIN, OTHER NATURAL OR ARTIFICIAL CONDITIONS ADVERSELY AFFECTING TRANSMISSION, WEAK BATTERIES, SYSTEM OVERCAPACITY, MOVEMENT OUTSIDE A SERVICE AREA OR GAPS IN COVERAGE IN A SERVICE AREA AND OTHER CAUSES REASONABLY OUTSIDE OF MOTOROLA OR AT&T’S CONTROL SUCH AS, BUT NOT LIMITED TO, INTENTIONAL OR NEGLIGENT ACTS OF THIRD PARTIES THAT DAMAGE OR IMPAIR THE NETWORK OR DISRUPT SERVICE; OR (C) EQUIPMENT MODIFICATIONS,

UPGRADES, RELOCATIONS, REPAIRS, AND OTHER SIMILAR ACTIVITIES NECESSARY FOR THE PROPER OR IMPROVED OPERATION OF SERVICE.

Limitations on Service of Carrier Partners. CARRIER PARTNER NETWORKS ARE MADE AVAILABLE AS-IS AND MOTOROLA AND AT&T MAKES NO WARRANTIES OR REPRESENTATIONS AS TO THE AVAILABILITY OR QUALITY OF ROAMING SERVICE PROVIDED BY CARRIER PARTNERS, AND MOTOROLA AND AT&T WILL NOT BE LIABLE IN ANY CAPACITY FOR ANY ERRORS, OUTAGES, OR FAILURES OF CARRIER PARTNER NETWORKS. ROAMING ON CARRIER PARTNER NETWORKS OUTSIDE THE FIRSTNET SERVICE AREA (IF ANY) SHALL BE AVAILABLE AS DESCRIBED IN THE SERVICE GUIDE.

User Disclosures. THE CUSTOMER UNDERSTANDS AND AGREES THAT IT: (1) HAS NO CONTRACTUAL RELATIONSHIP WITH THE UNDERLYING WIRELESS SERVICE CARRIER; (2) IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN [CUSTOMER] AND THE UNDERLYING CARRIER; (3) THAT THE UNDERLYING CARRIER HAS NO LIABILITY OF ANY KIND TO [USER], WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE; AND (4) THAT DATA TRANSMISSIONS AND MESSAGES MAY BE DELAYED, DELETED OR NOT DELIVERED, AND 911 OR SIMILAR EMERGENCY CALLS MAY NOT BE COMPLETED

Medical Devices (FDA and HIPAA Responsibilities). The Customer shall be responsible for FDA compliance as a “distributor” of the Device to its users. Except as necessary to provide the Service to the Customer, The Customer shall not convey any protected health information (“PHI”) to AT&T, as that term is defined in the Health Insurance Portability and Accountability Act (“HIPAA”) and the Health Information Technology for Economic and Clinical Health (“HITECH”) Act regulations. Motorola and/or AT&T shall not function as the Customer’s business associate in rendering the Services; such Services will be limited to providing conduit or mere data transmission services to the Customer in accordance with guidance on the “conduit exception” under HIPAA. Each Party shall bear its own costs associated with regulatory compliance.

Audits. Customer may be subject to occasional audits by AT&T or its agents to verify compliance with this Exhibit A.

Subscription Services Addendum Exhibit B:

Verizon Service Terms - APXNext

For purposes of this Addendum, “Service” means wireless services provided directly or indirectly by Verizon which may include but it is not limited to data transmission services between wireless devices and computer servers or other machines, or between wireless devices, with limited or no manual intervention or supervision. Customer acknowledges that Motorola is not a Telecommunications Services Provider, as defined In the 47 U.S.C.A sec. 163, and to Include within that definition, but not be limited to, Inter-exchange Carrier, BLEC, CLEC, ILEC and/or DLEC, or wireless service provider pursuant to licenses Issued by the FCC pursuant to the FCC's rules.

Customer agrees to comply with the additional responsibilities for access to and use of the Service provided by Verizon:

Service Availability. The Service uses radio technologies and is subject to transmission and service area limitations, interruptions and dropped calls caused by atmospheric, topographical or environmental conditions, cell. site availability, equipment or its installation, governmental

regulations, system limitations, maintenance or other conditions or activities affecting Service operation. The Service and/or features may not be available in all areas. The Service is only available within each applicable calling plan coverage area, within the operating range of the wireless systems, and with equipment that is authorized to operate on Verizon's network.

WARRANTY DISCLAIMER. VERIZON AND ITS AFFILIATES AND CONTRACTORS MAKE NO WARRANTIES WHATSOEVER, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, QUALITY, PERFORMANCE OR NON-INFRINGEMENT OF THE SERVICE OR EQUIPMENT OR THEIR USE IN CONNECTION WITH THE CUSTOMER PROVIDED EQUIPMENT OR THE COMPANY PRODUCT OR SERVICE. WITH RESPECT TO VERIZON.

Content Disclaimer. Neither Verizon nor Motorola exercises control over nor has any responsibility for the accuracy, quality, security or other aspect of any content accessed, received, transmitted, stored, processed or used through Verizon facilities or any Services (except to the extent particular Services explicitly state otherwise). Customer accesses, receives, transmits, stores, processes, or uses any content at its own risk. Customer is solely responsible for selecting and using the level of security protection needed for the content it is accessing, receiving, storing, processing or using, including without limitation Customer Data, individual health and financial content. Verizon is not responsible if the level of security protection Customer uses for any particular content is insufficient to prevent its unauthorized access or use, to comply with applicable law, or to otherwise fully protect the interests of Customer and others in that content.

Use of Customer Data. Verizon, Verizon Affiliates and their respective agents, may use, process and/or transfer Customer Data (including intra-group transfers and transfers to entities in countries that do not provide statutory protections for personal information): (a) in connection with provisioning of Services; (b) to incorporate Customer Data into databases controlled by Verizon, Verizon Affiliates or their respective agents for the purpose of providing Services; administration; provisioning; billing and reconciliation; verification of Customer identity, solvency and creditworthiness; maintenance, support and product development; fraud detection and prevention; sales, revenue and customer

analysis and reporting; market and customer use analysis; and (c) to communicate to Customer regarding Services.

Network Monitoring. Transmissions passing through Verizon Facilities may be subject to legal intercept and monitoring activities by Verizon, its suppliers or local authorities in accordance with applicable local law requirements. To the extent consent or notification is required by Customer or end users under applicable data protection or other laws, Customer grants its consent under this Agreement and represents that it will have at all relevant times the necessary consents from all end users.

Customer Consent. Customer warrants that it has obtained or will obtain all legally required consents and permissions from relevant parties (including data subjects) for the use, processing and transfer of Customer Data as described in this clause.

Customer Consent to Use of U.S. Customer Proprietary Network Information ("CPNI"). [Not Applicable to Arizona customers.] Verizon and its affiliates (the "Verizon Companies") may need Customer's permission to share information about Customer as described below. The Federal Communications Commission ("FCC") and various states require Verizon to protect certain information that is made available to it solely by virtue of Customer relationship with it. This information is known as Customer Proprietary Network Information ("CPNI"), and it includes

information relating to the quantity, technical configuration, type, destination, location, and amount of use of Customer telecommunications services purchased (including specific calls Customer makes and receives) and related local and toll billing information. CPNI does not include subscriber lists or published information (listed or unlisted), such as Customer's name, telephone number and address; such information is not subject to the CPNI rules' use limitations. The Verizon Companies acknowledge that Customer has a right under federal and state law to protect the confidentiality of Customer's CPNI, and to direct the Verizon Companies not to use Customer's CPNI or to limit use and disclosure of and access to it, and the Verizon Companies have a duty to comply with the limitations Customer designates. By its signature on this Agreement, Customer grants the Verizon Companies permission, solely for the purpose of offering Customer current and future products and services available from the Verizon Companies and from the Vodafone Companies, to use, to permit access to and to disclose Company's CPNI among the Verizon Companies, to their agents, contractors, and partners, and to the Vodafone Companies. (The "Vodafone Companies" refers to Vodafone Group PLC, Vodafone Group Service Limited, their affiliates and partner networks).

User Disclosures. THE CUSTOMER UNDERSTANDS AND AGREES THAT IT: (1) HAS NO CONTRACTUAL RELATIONSHIP WITH THE UNDERLYING SERVICE PROVIDER OR ITS AFFILIATES OR CONTRACTORS; (2) IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN MOTOROLA SOLUTIONS INC. AND THE UNDERLYING CARRIER; AND (3) ACKNOWLEDGES AND AGREES THAT THE UNDERLYING CARRIER AND ITS AFFILIATES AND CONTRACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO CUSTOMER AND CUSTOMER HEREBY WAIVES ANY AND ALL CLAIMS OR DEMANDS THEREFOR.

LIMITATION OF LIABILITY. NOTWITHSTANDING SECTION 11 OF THE AGREEMENT, NEITHER MOTOROLA NOR VERIZON AND THEIR AFFILIATES AND CONTRACTORS WILL HAVE ANY LIABILITY TO CUSTOMER OR ANY END USER:

A) IF CHANGES IN THE SERVICE OR IN THE VERIZON NETWORK, SYSTEMS, OPERATIONS, EQUIPMENT, POLICIES OR PROCEDURES RENDER OBSOLETE OR OUTDATED ANY EQUIPMENT, HARDWARE, DEVICES OR SOFTWARE;

B) FOR ANY CAUSES OF ACTION, LOSSES OR DAMAGES OF ANY KIND WHATSOEVER ARISING OUT OF (I) MISTAKES, OMISSIONS, INTERRUPTIONS, ERRORS, OR DEFECTS IN FURNISHING THE SERVICE, (II) FAILURES OR DEFECTS IN THE VERIZON NETWORK OR SYSTEMS,

C) FOR ANY INJURY TO PERSONS OR PROPERTY, LOSSES (INCLUDING ANY LOSS OF BUSINESS), DAMAGES, CLAIMS OR DEMANDS OF ANY KIND OR NATURE, INCLUDING, BUT NOT LIMITED TO, USE OR INABILITY TO USE THE SERVICE, RELIANCE BY CUSTOMER ON ANY DATA PROVIDED OR OBTAINED THROUGH USE OF THE SERVICE, ANY INTERRUPTION, DEFECT, ERROR, VIRUS, OR DELAY IN OPERATION OR TRANSMISSION, ANY FAILURE TO TRANSMIT OR ANY LOSS OF DATA ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT. IN NO EVENT SHALL VERIZON, MOTOROLA, OR ITS VENDORS BE LIABLE FOR LOSSES, DAMAGES, CLAIMS OR EXPENSES OF ANY KIND ARISING OUT OF THE USE OR ATTEMPTED USE OF, OR THE INABILITY TO ACCESS, LIFE SUPPORT OR MONITORING SYSTEMS OR DEVICES, 911 OR E91 I, OR OTHER EMERGENCY NUMBERS OR SERVICES; OR INTENTIONAL MISCONDUCT. FOR THE AVOIDANCE OF DOUBT, UNDER NO CIRCUMSTANCES SHALL VERIZON'S OR MOTOROLA'S EXERCISE OF ANY RIGHTS SET FORTH IN THIS ADDENDUM BE DEEMED WILLFUL OR INTENTIONAL MISCONDUCT.

Data Processing Addendum

This Data Processing Addendum, including its Schedules and Annexes (“DPA”), forms part of the Master Customer Agreement signed between Motorola Solutions, Inc. and Ascension Parish Sheriff Department in October 11, 2021 (“MCA” or “Agreement”) to reflect the parties’ agreement with regard to the Processing of Customer Data, which may include Personal Data. In the event of a conflict between this DPA, the MCA or any Schedule, Annex or other addenda to the MCA, this DPA must prevail.

When Customer renews or purchases new Products or Services, the then-current DPA must apply and must not change during the applicable Term. When Motorola provides new features or supplements the Product or Service, Motorola may provide additional terms or make updates to this DPA that must apply to Customer’s use of those new features or supplements.

1. Definitions.

All capitalized terms not defined herein must have the meaning set forth in the Agreement.

“**Customer Data**” means data including images, text, videos, and audio, that are provided to Motorola by, through, or on behalf of Customer and its Authorized Users or their end users, through the use of the Products and Services. Customer Data does not include Customer Contact Data, Service Use Data, other than that portion comprised of Personal Information, or Third Party Data.

“**Customer Contact Data**” means data Motorola collects from Customer, its Authorized Users, and their end users for business contact purposes, including without limitation marketing, advertising, licensing, and sales purposes.

“**Data Protection Laws**” means all data protection laws and regulations applicable to a Party with respect to the Processing of Personal Data under the Agreement.

“**Data Subjects**” means the identified or identifiable person to whom Personal Data relates.

“**Metadata**” means data that describes other data.

“**Motorola Data**” means data owned by Motorola and made available to Customer in connection with the Products and Services.

“**Personal Data**” or “**Personal Information**” means any information relating to an identified or identifiable natural person transmitted to Motorola by, through, or on behalf of Customer and its Authorized Users or their end users as part of Customer Data. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

“**Process**” or “**Processing**” means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, 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.

“Security Incident” means an incident leading to the accidental or unlawful destruction, loss, alteration or disclosure of, or access to Customer Data, which may include Personal Data, while processed by Motorola.

“Service Use Data” means data generated about the use of the Products and Services through Customer’s use or Motorola’s support of the Products and Services, which may include Metadata, Personal Data, product performance and error information, activity logs, and date and time of use.

“Sub-processor” means other processors engaged by Motorola to Process Customer Data which may include Personal Data.

“Third Party Data” means information obtained by Motorola from publicly available sources or its third party content providers and made available to Customer through the Products or Services.

2. Processing of Customer Data

2.1. Roles of the Parties. The Parties agree that with regard to the Processing of Personal Data hereunder, Customer is the Controller and Motorola is the Processor who may engage Sub-processors pursuant to the requirements of **Section 6** entitled “Sub-processors” below.

2.2. Motorola’s Processing of Customer Data. Motorola and Customer agree that Motorola may only use and Process Customer Data, including the Personal Information embedded in Service Use Data, in accordance with applicable law and Customer’s documented instructions for the following purposes: (i) to perform Services and provide Products under the Agreement; (ii) analyze Customer Data to operate, maintain, manage, and improve Motorola products and services; and (iii) create new products and services. Customer agrees that its Agreement (including this DPA), along with the Product and Service Documentation and Customer’s use and configuration of features in the Products and Services, are Customer’s complete and final documented instructions to Motorola for the processing of Customer Data. Any additional or alternate instructions must be agreed to according to the process for amending Customer’s Agreement. Customer represents and warrants to Motorola that Customer’s instructions, including appointment of Motorola as a Processor or sub-processor, have been authorized by the relevant controller. Customer Data may be processed by Motorola at any of its global locations and/or disclosed to Subprocessors. It is Customer’s responsibility to notify Authorized Users of Motorola’s collection and use of Customer Data, and to obtain any required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to such collection and use. Customer represents and warrants to Motorola that it has complied with the terms of this provision.

2.3. Details of Processing. The subject-matter of Processing of Personal Data by Motorola hereunder, the duration of the Processing, the categories of Data Subjects and types of Personal Data are set forth on **Annex I** to this DPA.

2.4. Disclosure of Processed Data. Motorola must not disclose to or share any Customer Data with any third party except to Motorola’s sub-processors, suppliers and channel partners as necessary to provide the products and services unless permitted under this Agreement, authorized by Customer or required by law. In the event a government or supervisory authority demands access to Customer Data, to the extent allowable by law, Motorola must provide Customer with notice of receipt of the demand to provide sufficient time for Customer to seek appropriate relief in the relevant jurisdiction. In all circumstances, Motorola retains the right to

comply with applicable law. Motorola must ensure that its personnel are subject to a duty of confidentiality, and will contractually obligate its sub-processors to a duty of confidentiality, with respect to the handling of Customer Data and any Personal Data contained in Service Use Data.

2.5. Customer's Obligations. Customer is solely responsible for its compliance with all Data Protection Laws and establishing and maintaining its own policies and procedures to ensure such compliance. Customer must not use the Products and Services in a manner that would violate applicable Data Protection Laws. Customer must have sole responsibility for (i) the lawfulness of any transfer of Personal Data to Motorola, (ii) the accuracy, quality, and legality of Personal Data provided to Motorola; (iii) the means by which Customer acquired Personal Data, and (iv) the provision of any required notices to, and obtaining any necessary acknowledgements, authorizations or consents from Data Subjects. Customer takes full responsibility to keep the amount of Personal Data provided to Motorola to the minimum necessary for Motorola to perform in accordance with the Agreement. Customer must be solely responsible for its compliance with applicable Data Protection Laws.

2.6. Customer Indemnity. Customer will defend, indemnify, and hold Motorola and its subcontractors, subsidiaries and other affiliates harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual or threatened third-party claim, demand, action, or proceeding arising from or related to Customer's failure to comply with its obligations under this Agreement and/or applicable Data Protection Laws. Motorola will give Customer prompt, written notice of any claim subject to the foregoing indemnity. Motorola will, at its own expense, cooperate with Customer in its defense or settlement of the claim.

3. Service Use Data. Except to the extent that it is Personal Information, Customer understands and agrees that Motorola may collect and use Service Use Data for its own purposes, provided that such purposes are compliant with applicable Data Protection Laws. Service Use Data may be processed by Motorola at any of its global locations and/or disclosed to Subprocessors.

4. Third-Party Data and Motorola Data. Motorola Data and Third Party Data may be available to Customer through the Products and Services. Customer and its Authorized Users may use the Motorola Data and Third Party Data as permitted by Motorola and the applicable third-party data provider, as described in the Agreement or applicable Addendum. Unless expressly permitted in the Agreement or applicable Addendum, Customer must not, and must ensure its Authorized Users must not: (a) use the Motorola Data or Third-Party Data for any purpose other than Customer's internal business purposes or disclose the data to third parties; (b) "white label" such data or otherwise misrepresent its source or ownership, or resell, distribute, sublicense, or commercially exploit the data in any manner; (c) use such data in violation of applicable laws ; (d) use such data for activities or purposes where reliance upon the data could lead to death, injury, or property damage; (e) remove, obscure, alter, or falsify any marks or proprietary rights notices indicating the source, origin, or ownership of the data; or (f) modify such data or combine it with Customer Data or other data or use the data to build databases. Additional restrictions may be set forth in the Agreement or applicable Addendum. Any rights granted to Customer or Authorized Users with respect to Motorola Data or Third-Party Data must immediately terminate upon termination or expiration of the applicable Addendum, Ordering Document, or the MCA. Further, Motorola or the applicable Third Party Data provider may suspend, change, or terminate Customer's or any Authorized User's access to Motorola Data or Third-Party Data if Motorola or such Third Party Data provider believes Customer's or the Authorized User's use of the data violates the Agreement, applicable law or

by Motorola's agreement with the applicable Third Party Data provider. Upon termination of Customer's rights to use of any Motorola Data or Third-Party Data, Customer and all Authorized Users must immediately discontinue use of such data, delete all copies of such data, and certify such deletion to Motorola. Notwithstanding any provision of the Agreement to the contrary, Motorola has no liability for Third-Party Data or Motorola Data available through the Products and Services. Motorola and its Third Party Data providers reserve all rights in and to Motorola Data and Third-Party Data not expressly granted in an Addendum or Ordering Document.

5. Motorola as a Controller or Joint Controller. In all instances where Motorola acts as a Controller it must comply with the applicable provisions of the Motorola Privacy Statement at https://www.motorolasolutions.com/en_us/about/privacy-policy.html#privacystatement as each may be updated from time to time. Motorola holds all Customer Contact Data as a Controller and must Process such Customer Contact Data in accordance with the Motorola Privacy Statement. In instances where Motorola is acting as a Joint Controller with Customer, the Parties must enter into a separate addendum to the Agreement to allocate the respective roles as joint controllers.

6. Sub-processors.

6.1. Use of Sub-processors. Customer agrees that Motorola may engage Sub-processors who in turn may engage Sub-processors to Process Personal Data in accordance with the DPA. A current list of Sub-processors is set forth at **Annex III**. When engaging Sub-processors, Motorola must enter into agreements with the Sub-processors to bind them to obligations which are substantially similar or more stringent than those set out in this DPA.

6.2. Changes to Sub-processing. The Customer hereby consents to Motorola engaging Sub-processors to process Customer Data provided that: (i) Motorola must use its reasonable endeavours to provide at least 10 days' prior notice of the addition or removal of any Sub-processor, which may be given by posting details of such addition or removal at a URL provided to Customer in **Annex III**; (ii) Motorola imposes data protection terms on any Sub-processor it appoints that protect the Customer Data to the same standard provided for by this Addendum; and (iii) Motorola remains fully liable for any breach of this clause that is caused by an act, error or omission of its Sub-processor(s). The Customer may object to Motorola's appointment or replacement of a Sub-processor prior to its appointment or replacement, provided such objection is based on reasonable grounds relating to data protection. In such event, Motorola will either appoint or replace the Sub-processor or, if in Motorola's discretion this is not feasible, the Customer may terminate this Agreement and receive a pro-rata refund of any prepaid service or support fees as full satisfaction of any claim arising out of such termination.

6.3. Data Subject Requests. Motorola must, to the extent legally permitted, promptly notify Customer if it receives a request from a Data Subject, including without limitation requests for access to, correction, amendment, transport or deletion of such Data Subject's Personal Data and, to the extent applicable, Motorola must provide Customer with commercially reasonable cooperation and assistance in relation to any complaint, notice, or communication from a Data Subject. Customer must respond to and resolve promptly all requests from Data Subjects which Motorola provides to Customer. Customer must be responsible for any reasonable costs arising from Motorola's provision of such assistance under this Section.

7. Data Transfers

Motorola agrees that it must not make transfers of Personal Data under this Agreement from one jurisdiction to another unless such transfers are performed in compliance with this

Addendum and applicable Data Protection Laws. Motorola agrees to enter into appropriate agreements with its affiliates and Sub-processors, which will permit Motorola to transfer Personal Data to its affiliates and Sub-processors. Motorola agrees to amend as necessary its agreement with Customer to permit transfer of Personal Data from Motorola to Customer. Motorola also agrees to assist the Customer in entering into agreements with its affiliates and Sub-processors if required by applicable Data Protection Laws for necessary transfers.

8. Security. Motorola must implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk posed by the Processing of Personal Data, taking into account the costs of implementation; the nature, scope, context, and purposes of the Processing; and the risk of varying likelihood and severity of harm to the data subjects. The appropriate technical and organizational measures implemented by Motorola are set forth in **Annex III**. In assessing the appropriate level of security, Motorola must weigh the risks presented by Processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to personal data transmitted, stored or otherwise Processed.

9. Security Incident Notification. If Motorola becomes aware of a Security Incident, then Motorola must (i) notify Customer of the Security Incident without undue delay, (ii) investigate the Security Incident and apprise Customer of the details of the Security Incident and (iii) take commercially reasonable steps to stop any ongoing loss of Personal Data due to the Security Incident if in the control of Motorola. Notification of a Security Incident must not be construed as an acknowledgement or admission by Motorola of any fault or liability in connection with the Security Incident. Motorola must make reasonable efforts to assist Customer in fulfilling Customer's obligations under Data Protection Laws to notify the relevant supervisory authority and Data Subjects about such incident.

10. Data Retention and Deletion.

Except for anonymized Customer Data, as described above, or as otherwise provided under the Agreement, Motorola must delete all Customer Data no later than ninety (90) days following termination or expiration of the MCA or the applicable Addendum or Ordering Document unless otherwise required to comply with applicable law.

11. Audit Rights

11.1 Periodic Audit. Motorola will allow Customer to perform an audit of reasonable scope and duration of Motorola operations relevant to the Products and Services purchased under the Agreement, at Customer's sole expense, for verification of compliance with the technical and organizational measures set forth in **Annex II** if (i) Motorola notifies Customer of a Security Incident that results in actual compromise to the Products and/or Services purchased; or (ii) if Customer reasonably believes Motorola is not in compliance with its security commitments under this DPA, or (iii) if such audit is legally required by the Data Protection Laws. Any audit must be conducted in accordance with the procedures set forth in **Section 11.3** of this DPA and may not be conducted more than one time per year. If any such audit requires access to confidential information of Motorola's other customers, suppliers or agents, such portion of the audit may only be conducted by Customer's nationally recognized independent third party auditors in accordance with the procedures set forth in **Section 11.3** of this DPA. Unless mandated by GDPR or otherwise mandated by law or court order, no audits are allowed within a data center for security and compliance reasons. Motorola must, in no circumstances, provide Customer with the ability to audit any portion of its software, products, and services which would

be reasonably expected to compromise the confidentiality of any third party's information or Personal Data.

11.2 Satisfaction of Audit Request. Upon receipt of a written request to audit, and subject to Customer's agreement, Motorola may satisfy such audit request by providing Customer with a confidential copy of a Motorola's applicable most recent third party security review performed by a nationally recognized independent third party auditor, such as a SOC2 Type II report or ISO 27001 certification, in order that Customer may reasonably verify Motorola's compliance with national standards.

11.3 Audit Process. Customer must provide at least sixty days (60) days prior written notice to Motorola of a request to conduct the audit described in **Section 11.1**. All audits must be conducted during normal business hours, at applicable locations or remotely, as designated by Motorola. Audit locations, if not remote will generally be those location(s) where Customer Data is accessed, or Processed. The audit must not unreasonably interfere with Motorola's day to day operations. An audit must be conducted at Customer's sole cost and expense and subject to the terms of the confidentiality obligations set forth in the Agreement. Before the commencement of any such audit, Motorola and Customer must mutually agree upon the time, and duration of the audit. Motorola must provide reasonable cooperation with the audit, including providing the appointed auditor a right to review, but not copy, Motorola security information or materials provided such auditor has executed an appropriate non-disclosure agreement. Motorola's policy is to share methodology and executive summary information, not raw data or private information. Customer must, at no charge, provide to Motorola a full copy of all findings of the audit.

12. Regulation Specific Terms

12.1. HIPAA Business Associate. If Customer is a "covered entity" or a "business associate" and includes "protected health information" in Customer Data as those terms are defined in 45 CFR § 160.103, execution of the MCA includes execution of the Motorola HIPAA Business Associate Agreement Addendum ("BAA"). Customer may opt out of the BAA by sending the following information to Motorola in a written notice under the terms of the Customer's Agreement: "Customer and Motorola agree that no Business Associate Agreement is required. Motorola is not a Business Associate of Customer's, and Customer agrees that it will not share or provide access to Protected Health Information to Motorola or Motorola's subprocessors."

12.2. FERPA. If Customer is an educational agency or institution to which regulations under the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA), apply, Motorola acknowledges that for the purposes of the DPA, Motorola is a "school official" with "legitimate educational interests" in the Customer Data, as those terms have been defined under FERPA and its implementing regulations, and Motorola agrees to abide by the limitations and requirements imposed by 34 CFR 99.33(a) on school officials. Customer understands that Motorola may possess limited or no contact information for Customer's students and students' parents. Consequently, Customer must be responsible for obtaining any parental consent for any end user's use of the Online Service that may be required by applicable law and to convey notification on behalf of Motorola to students (or, with respect to a student under 18 years of age and not in attendance at a post-secondary institution, to the student's parent) of any judicial order or lawfully-issued subpoena requiring the disclosure of Customer Data in Motorola's possession as may be required under applicable law.

12.3. CJIS. Motorola agrees to support the Customer's obligation to comply with the Federal Bureau of Investigation Criminal Justice Information Services (CJIS) Security Policy and must

comply with the terms of the CJIS Security Addendum for the Term of this Agreement and such CJIS Security Addendum is incorporated herein by reference. Customer hereby consents to allow Motorola “screened” personnel as defined by the CJIS Security Policy to serve as an authorized “escort” within the meaning of CJIS Security Policy for escorting unscreened Motorola personnel that require access to unencrypted Criminal Justice Information for purposes of Tier 3 support (e.g. troubleshooting or development resources). In the event Customer requires access to Service Use Data for its compliance with the CJIS Security Policy, Motorola must make such access available following Customer’s request. Notwithstanding the foregoing, in the event the MCA or applicable Ordering Document terminates, Motorola must carry out deletion of Customer Data in compliance with Section 10 herein and may likewise delete Service Use Data within the time frame specified therein. To the extent Customer objects to deletion of its Customer Data or Service Use Data and seeks retention for a longer period, it must provide written notice to Motorola prior to expiration of the 30 day period for data retention to arrange return of the Customer Data and retention of the Service Use Data for a specified longer period of time.

12.4. CCPA / CPRA. If Motorola is Processing Personal Data within the scope of the California Consumer Protection Act (“CCPA”) and/or the California Privacy Rights Act (“CPRA”) (collectively referred to as the “California Privacy Acts”), Customer acknowledges that Motorola is a “Service Provider” within the meaning of California Privacy Acts. Motorola must process Customer Data and Personal Data on behalf of Customer and, not retain, use, or disclose that data for any purpose other than for the purposes set out in this DPA and as permitted under the California Privacy Acts, including under any “sale” exemption. In no event will Motorola sell any such data, nor will M. If a California Privacy Act applies, Personal Data must also include any data identified with the California Privacy Act or Act’s definition of personal data. Motorola shall provide Customer with notice should it determine that it can no longer meet its obligations under the California Privacy Acts, and the parties agree that, if appropriate and reasonable, Customer may take steps necessary to stop and remediate unauthorized use of the impacted Personal Data.

12.5 CPA, CTDPA, VCDPA. If Motorola is Processing Personal Data within the scope of the Colorado Privacy Rights Act (“CPA”), the Connecticut Data Privacy Act (“CTDPA”), or the Virginia Consumer Data Protection Act (“VCDPA”) Motorola will comply with its obligations under the applicable legislation, and shall make available to Customer all information in its possession necessary to demonstrate compliance with obligations in accordance with such legislation. **Motorola Contact.** If Customer believes that Motorola is not adhering to its privacy or security obligations hereunder, Customer must contact the Motorola Data Protection Officer at Motorola Solutions, Inc., 500 W. Monroe, Chicago, IL USA 90661-3618 or at privacy1@motorolasolutions.com.

ANNEX I

A. LIST OF PARTIES

Data exporter(s): TBD

1.

Name: ...

Address: ...

Contact person's name, position and contact details: ...

Activities relevant to the data transferred under these Clauses: ...

Signature and date: ...

Role (controller/processor): Controller

Data importer(s): TBD

1.

Name: Motorola Solutions, Inc.

Address: ...

Contact person's name, position and contact details: ...

Activities relevant to the data transferred under these Clauses: ...

Signature and date: ...

Role (controller/processor): Processor

2. ...

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred

Data subjects include the data exporter's representatives and end-users including employees, contractors, collaborators, and customers of the data exporter. Data subjects may also include individuals attempting to communicate or transfer personal information to users of the services provided by data importer. Motorola acknowledges that, depending on Customer's use of the Online Service, Customer may elect to include personal data from any of the following types of data subjects in the Customer Data:

- Employees, contractors, and temporary workers (current, former, prospective) of data exporter;
- Dependents of the above;
- Data exporter's collaborators/contact persons (natural persons) or employees, contractors or temporary workers of legal entity collaborators/contact persons (current, prospective, former);
- Users (e.g., customers, clients, patients, visitors, etc.) and other data subjects that are users of data exporter's services;

- Partners, stakeholders or individuals who actively collaborate, communicate or otherwise interact with employees of the data exporter and/or use communication tools such as apps and websites provided by the data exporter;
- Stakeholders or individuals who passively interact with data exporter (e.g., because they are the subject of an investigation, research or mentioned in documents or correspondence from or to the data exporter);
- Minors; or
- Professionals with professional privilege (e.g., doctors, lawyers, notaries, religious workers, etc.).

Categories of personal data transferred

Customer's use of the Products and Services, Customer may elect to include personal data from any of the following categories in the Customer Data:

- Basic personal data (for example place of birth, street name, and house number (address), Agreemental code, city of residence, country of residence, mobile phone number, first name, last name, initials, email address, gender, date of birth), including basic personal data about family members and children;
- Authentication data (for example user name, password or PIN code, security question, audit trail);
- Contact information (for example addresses, email, phone numbers, social media identifiers; emergency contact details);
- Unique identification numbers and signatures (for example Social Security number, bank account number, passport and ID card number, driver's license number and vehicle registration data, IP addresses, employee number, student number, patient number, signature, unique identifier in tracking cookies or similar technology);
- Pseudonymous identifiers;
- Financial and insurance information (for example insurance number, bank account name and number, credit card name and number, invoice number, income, type of assurance, payment behavior, creditworthiness);
- Commercial Information (for example history of purchases, special offers, subscription information, payment history);
- Biometric Information (for example DNA, fingerprints and iris scans);
- Location data (for example, Cell ID, geo-location network data, location by start call/end of the call. Location data derived from use of wifi access points);
- Photos, video, and audio;

- Internet activity (for example browsing history, search history, reading, television viewing, radio listening activities);
- Device identification (for example IMEI-number, SIM card number, MAC address);
- Profiling (for example based on observed criminal or anti-social behavior or pseudonymous profiles based on visited URLs, click streams, browsing logs, IP-addresses, domains, apps installed, or profiles based on marketing preferences);
- HR and recruitment data (for example declaration of employment status, recruitment information (such as curriculum vitae, employment history, education history details), job and position data, including worked hours, assessments and salary, work permit details, availability, terms of employment, tax details, payment details, insurance details and location, and organizations);
- Education data (for example education history, current education, grades and results, highest degree achieved, learning disability);
- Citizenship and residency information (for example citizenship, naturalization status, marital status, nationality, immigration status, passport data, details of residency or work permit);
- Information processed for the performance of a task carried out in the public interest or in the exercise of an official authority;
- Special categories of data (for example racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health, data concerning a natural person's sex life or sexual orientation, or data relating to criminal convictions or offences); or
- Any other personal data identified under applicable law or regulation.

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

...

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).

Data may be transferred on a continuous basis during the term of the MCA or other agreement to which this DPA applies.

Nature of the processing

The nature, scope and purpose of processing personal data is to carry out performance of Motorola's obligations with respect to provision of the Products and Services purchased under the MCA and applicable Ordering Documents. The data importer utilizes a global network of data centers and management/support facilities, and processing may take place in any jurisdiction where data importer or its sub-processors utilize such facilities

Purpose(s) of the data transfer and further processing

The nature, scope and purpose of processing personal data is to carry out performance of Motorola's obligations with respect to provision of the Products and Services purchased under the MCA and applicable Ordering Documents. The data importer utilizes a global network of data centers and management/support facilities, and processing may take place in any jurisdiction where data importer or its sub-processors utilize such facilities

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

Data retention is governed by Section 10 of this Data Processing Addendum

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing

Transfers to sub-processors will only be for carrying out the performance of Motorola's obligations with respect to provision of the Products and Services purchased under the MCA and applicable Ordering Documents. The data importer utilizes a global network of data centers and management/support facilities, and processing may take place in any jurisdiction where data importer or its sub-processors utilize such facilities. In accordance with the DPA, the data exporter agrees the data importer may hire other companies to provide limited services on data importer's behalf, such as providing customer support. Any such sub-processors must be permitted to obtain Customer Data only to deliver the services the data importer has retained them to provide, and they are prohibited from using Customer Data for any other purpose.

ANNEX II

TECHNICAL AND ORGANIZATIONAL MEASURES INCLUDING TECHNICAL AND ORGANIZATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

Measures of pseudonymisation and encryption of personal data

Where technically feasible and when not impacting services provided:

- We minimize the data we collect to information we believe is necessary to communicate, provide, and support products and services and information necessary to comply with legal obligations.
- We encrypt in transit and at rest.
- We pseudonymize and limit administrative accounts that have access to reverse pseudonymisation.

Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services

In order to ensure ongoing confidentiality, integrity, availability and resilience of processing systems and services, Motorola Solutions Information Protection policy mandates the institutionalization of information protection throughout solution development and operational lifecycles. Motorola Solutions maintains dedicated security teams for its internal information security and its products and services. Its security practices and policies are integral to its business and mandatory for all Motorola Solutions employees and contractors. The Motorola Chief Information Security Officer maintains responsibility and executive oversight for such policies, including formal governance, revision management, personnel education and compliance. Motorola Solutions generally aligns to the NIST Cybersecurity Framework as well as ISO 27001.

Measures for ensuring the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident

Security Incident Procedures Motorola Solutions maintains a global incident response plan to address any physical or technical incident in an expeditious manner. Motorola maintains a record of security breaches with a description of the breach, the time period, the consequences of the breach, the name of the reporter, and to whom the breach was reported, and the procedure for recovering data. For each security breach that is a Security Incident, notification will be made in accordance with the Security Incident Notification section of this DPA.

Business Continuity and Disaster Preparedness Motorola maintains business continuity and disaster preparedness plans for critical functions and systems within Motorola's control that support the Products and Services purchased under the Agreement in order to avoid services disruptions and minimize recovery risks.

Processes for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures in order to ensure the security of the processing

Motorola periodically evaluates its processes and systems to ensure continued compliance with obligations imposed by law, regulation or contract with respect to the confidentiality, integrity, availability, and security of Customer Data, including personal information. Motorola documents the results of these evaluations and any remediation activities taken in response to such evaluations. Motorola periodically has third party assessments performed against applicable industry standards, such as ISO 27001, 27017, 27018 and 27701.

Measures for user identification and authorisation

Identification and Authentication. Motorola uses industry standard practices to identify and authenticate users who attempt to access Motorola information systems. Where authentication mechanisms are based on passwords, Motorola requires that the passwords are at least eight characters long and are changed regularly. Motorola uses industry standard password protection practices, including practices designed to maintain the confidentiality and integrity of passwords when they are assigned and distributed, and during storage.

Access Policy and Administration. Motorola maintains a record of security privileges of individuals having access to Customer Data, including personal information. Motorola maintains appropriate processes for requesting, approving and administering accounts and access privileges in connection with the Processing of Customer Data. Only authorized personnel may grant, alter or cancel authorized access to data and resources. Where an individual has access to systems containing Customer Data, the individuals are assigned separate, unique identifiers. Motorola deactivates authentication credentials on a periodic basis.

Measures for the protection of data during transmission

Data is generally encrypted during transmission within the Motorola managed environments. Encryption in transit is also generally required of any sub-processors. Further, protection of data in transit is also achieved through the access controls, physical and environmental security, and personnel security described throughout this Annex II.

Measures for the protection of data during storage

Data is generally encrypted during storage within the Motorola managed environments. Encryption in storage is also generally required of any sub-processors. Further, protection of data in storage is also achieved through the access controls, physical and environmental security, and personnel security described throughout this Annex II.

Measures for ensuring physical security of locations at which personal data are processed

Motorola maintains appropriate physical and environment security controls to prevent unauthorized access to Customer Data, including personal information. This includes appropriate physical entry controls to Motorola facilities such as card-controlled entry points, and a staffed reception desk to protect against unauthorized entry. Access to controlled areas within a facility will be limited by job role and subject to authorized approval. Use of an access badge to enter a controlled area will be logged and such logs will be retained in accordance with Motorola policy. Motorola revokes personnel access to Motorola facilities and controlled areas upon separation of employment in accordance with Motorola policies. Motorola policies impose

industry standard workstation, device and media controls designed to further protect Customer Data, including personal information.

Measures for ensuring personnel security

Access to Customer Data. Motorola maintains processes for authorizing and supervising its employees, and contractors with respect to monitoring access to Customer Data. Motorola requires its employees, contractors and agents who have, or may be expected to have, access to Customer Data to comply with the provisions of the Agreement, including this Annex and any other applicable agreements binding upon Motorola.

Security and Privacy Awareness. Motorola must ensure that its employees and contractors remain aware of industry standard security and privacy practices, and their responsibilities for protecting Customer Data and Personal Data. This must include, but not be limited to, protection against malicious software, password protection, and management, and use of workstations and computer system accounts. Motorola requires periodic Information security training, privacy training, and business ethics training for all employees and contract resources

Sanction Policy. Motorola maintains a sanction policy to address violations of Motorola's internal security requirements as well as those imposed by law, regulation, or contract.

Background Checks. Motorola follows its standard mandatory employment verification requirements for all new hires. In accordance with Motorola internal policy, these requirements must be periodically reviewed and include, but may not be limited to, criminal background checks, proof of identity validation and any additional checks as deemed necessary by Motorola.

Measures for ensuring events logging

Protection, and Response. Motorola assesses organization's effectiveness annually via external assessors who report and share the assessment findings with Motorola Audit Services who tracks any identified remediations. For more information, please see the Motorola Trust Center at https://www.motorolasolutions.com/en_us/about/trust-center/security.html

Measures for certification/assurance of processes and products

Motorola performs internal Secure Application Review and Secure Design Review security audits and Production Readiness Review security readiness reviews prior to service release. Where appropriate, privacy assessments are performed for Motorola's products and services. A risk register is created as a result of internal audits with assignments tasked to appropriate personnel. Security audits are performed annually with additional audits as needed. Additional privacy assessments, including updated data maps, occur when material changes are made to the products or services. Further, Motorola Solution has achieved AICPA SOC2 Type 2 reporting and ISO/IEC 27001:2013 certification for many of its development and support operations.

Measures for ensuring data minimisation

Motorola Solutions policies require processing of all personal information in accordance with applicable law, including when that law requires data minimisation. Further, Motorola Solutions conducts privacy assessments of its products and services and evaluates if those products and services support the principles of processing, such as data minimisation.

Measures for ensuring data quality

Motorola Solutions policies require processing of all personal information in accordance with applicable law, including when that law requires ensuring the quality and accuracy of data. Further, Motorola Solutions conducts privacy assessments of its products and services and evaluates if those products and services support the principles of processing, such as ensuring data quality.

Measures for ensuring limited data retention

Motorola Solutions maintains a data retention policy that provides a retention schedule outlining storage periods for personal data. The schedule is based on business needs and provides sufficient information to identify all records and to implement disposal decisions in line with the schedule. The policy is periodically reviewed and updated.

Measures for ensuring accountability

To ensure compliance with the principle of accountability, Motorola Solutions maintains a Privacy Program which generally aligns its activities to both the Nymity Privacy Management and Accountability Framework and NIST Privacy Framework. The Privacy Program is audited annually by Motorola Solutions Audit Services.

Measures for allowing data portability and ensuring erasure

When subject to a data subject request to move, copy or transfer their personal data, Motorola Solutions will provide personal data to the Controller in a structured, commonly used and machine readable format. Where possible and if the Controller requests it, Motorola Solutions can directly transmit the personal information to another organization.

For transfers to (sub-) processors

If, in the course of providing products and services under the MCA, Motorola Solutions transfers information containing personal data to third parties, said third parties will be subjected to a security assessment and bound by obligations substantially similar, but at least as stringent, as those included in this DPA.

ANNEX III

LIST OF SUB-PROCESSORS

1. TBD

Name: ...

Description of processing (including a clear delimitation of responsibilities in case several sub-processors are authorised): ...

Mobile Video Addendum

This Mobile Video Addendum (this “**MVA**”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity set forth in the signature block below or in the MCA (“**Customer**”), and will be subject to, and governed by, the terms of the Master Customer Agreement entered into between the Parties (the “**MCA**”), and the applicable Addenda. Capitalized terms used in this MVA, but not defined herein, will have the meanings set forth in the MCA or the applicable Addenda.

11. Addendum. This MVA governs 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 Customer Site. In addition to the MCA, other Addenda may be applicable to Products offered under this MVA, including the Subscription Software Addendum (“**SSA**”), with respect to Subscription Software, and the Equipment Purchase and Software License Addendum (“**EPSLA**”), 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 the MCA or 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.

12. Evidence Management Systems; Applicable Terms and Conditions.

12.1. On-Premise Evidence Management. If Customer purchases a Mobile Video System where Equipment and Licensed Software for evidence management is installed at 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 Customer Sites or on Customer-Provided Equipment, in each case purchased in connection with the On-Premises Evidence Management System, are subject to the EPSLA. 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**”).

12.2. Cloud Hosted Evidence Management. If Customer purchases Mobile Video System where the software for evidence management is hosted in a data center and provided to Customer as a service (“**Cloud Hosted Evidence Management System**”), including but not limited to CommandCentral Evidence, VideoManager EX, and VideoManager EL 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 EPSLA. 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.

12.3. 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 MCA, and as described in the applicable Ordering Document(s).

13. Payment. Customer will pay invoices for the Products and Services covered by this MVA in accordance with the invoice payment terms set forth in the MCA. 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 Documents 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 Customer in accordance with the terms of the MCA.

14. On-Premises Evidence Management 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 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 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 **Section 6 – Representations and Warranties; Liabilities** of the EPSLA. The warranties set forth in the applicable Addenda are not otherwise modified by this MVA.

15. Additional Software and Video Terms.

15.1. Unlimited Storage. Storage shall be specifically described in an Ordering Documents. In the event Customer purchases a Cloud Hosted Evidence Management System with “Unlimited Storage”, as specified in the Ordering Documents, 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) 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 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.

15.2. Applicable End User Terms. Additional license terms apply to third-party software included in certain software Products which are available online at:

www.motorolasolutions.com/legal-flow-downs. Customer will comply, and ensure its Authorized Users comply, with all such additional license terms.

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

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

15.5. License Plate Recognition Data. License plate recognition (“**LPR**”) data collected by Customer is considered Customer Data (as defined in the MCA) and is therefore subject to the Customer’s own retention policy. Customer, at its option, may share its LPR data with other similarly situated Law Enforcement Agencies (“**LEAs**”) which contract with Motorola to access Vigilant VehicleManager by selecting this option within Vigilant VehicleManager. Other similarly situated LEAs may similarly opt to share their LPR data with Customer using Vigilant VehicleManager. Such LPR data generated by other LEAs is considered Third-Party Data (as defined in the MCA), is governed by the retention policy of the respective LEA, and shall be used by Customer only in connection with its use of Vigilant VehicleManager. LPR data that has reached its expiration date will be deleted from Vigilant VehicleManager. Only individuals who are agents and/or sworn officers of Customer and who are authorized by Customer to access Vigilant VehicleManager on behalf of Customer through login credentials provided by Customer (“**User Eligibility Requirements**”) may access Vigilant VehicleManager. Vigilant in its sole discretion may deny access to Vigilant VehicleManager to any individual based on such person’s failure to meet the User Eligibility Requirements. 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. Customer will be responsible for all individuals’ access to, and use of, Vigilant VehicleManager through use of Customer login credentials, including ensuring their compliance with this Agreement.

15.6. 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 Customer. If an API presents a security risk, Motorola may discontinue an API without prior notice.

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

15.8. CJIS Security Policy. Motorola agrees to support Customer’s obligation to comply with the Federal Bureau of Investigation Criminal Justice Information Services (“**CJIS**”) Security Policy, incorporated herein, and will comply with the terms of the CJIS Security Addendum for the term of the Addendum or Ordering Documents for the applicable Product. 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.

16. VaaS Program Terms. All hardware provided by Motorola to Customer under the VaaS Program will be considered “Equipment”, as defined in the EPSLA, and constitutes a purchase of such Equipment subject to the terms of the EPSLA. Additionally, the following terms and conditions apply to any Equipment purchased under the VaaS Program:

16.1. Technology Refresh. Body cameras and associated batteries purchased under the VaaS Program (“**Body Cameras**”) may be eligible for a technology refresh as described in the Ordering Documents. If included in the Ordering Documents, and in the event the Body Camera is eligible for replacement applicable under this **Section 6.1 – Technology Refresh**, 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 Customer as part of the VaaS Program, other than Body Cameras, or associated batteries (if specified in the Ordering Documents) will not be eligible for a technology refresh hereunder.

16.2. No-Fault Warranty. If specified in the Ordering Documents, and subject to the disclaimers set forth in the MCA and EPSLA, upon delivery of Equipment purchased as part of the VaaS Program, Motorola will provide a No-fault Warranty to Customer for such Equipment that extends until the end of the Commitment Term (as defined below) 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 MCA or EPSLA, or (iii) any Equipment that Motorola determines was changed, modified, or repaired by 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.

16.3. Commitment Term. Customer accepts that following the delivery of any Equipment under the VaaS Program, Customer commits to a five (5) year subscription term for such Equipment at the rate provided in the Ordering Documents (the “**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 **Section 6.7.2 – Termination** hereunder.

16.4. 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**”.

16.5. Included Subscription Software.

16.5.1. VideoManager EL. Subject to **Section 6.7.1 – VaaS Term**, if the Equipment purchased under the VaaS Program provides Customer with a subscription to the Cloud Hosted Evidence Management System specified in the Ordering Documents during the VaaS Term (as defined below), the use of which is subject to the SSA. 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 Commitment Term, if Customer desires to continue use of expired Equipment with the Cloud Hosted Evidence Management System, 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.

16.5.2. CommandCentral. If specified and included in the Ordering Documents, for each applicable Body Camera, in-car system or integrated system purchased, Customer will receive one user license for Motorola CommandCentral, which provides access to CC Community, CC Capture, CC Vault and CC Records. If the Customer requires additional licenses to CommandCentral they must be purchased for an additional fee.

16.5.3. CarDetector Mobile. If Customer’s VaaS Program order includes an in-car system, Customer, will receive a subscription to WatchGuard CarDetector Mobile during the VaaS Term, the use of which is subject to the SSA.

16.5.4. VideoManager EX: Subject to **Section 6.7.1 – VaaS Term**, if specified in the Ordering Documents, Equipment purchased under the VaaS Program provides Customer with a single subscription to Video Manager EX during the VaaS Term (as defined below), the use of which is subject to the SSA. Following expiration of the applicable Commitment Term, if Customer desires to continue use of expired Equipment with the VideoManager EX, Customer must purchase additional access to VideoManager EX based on Motorola’s prevailing rates, or Motorola may disconnect connectivity of any expired Equipment to VideoManager EX.

16.6. VaaS Program Payment. Unless otherwise provided in an Ordering Documents (and notwithstanding the provisions of the MCA), Customer will prepay a subscription Fee quarterly (each a “**Subscription Quarter**”), as set forth in an Ordering Documents. 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 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.

16.7. VaaS Program Term and Termination.

16.7.1. VaaS Term. 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 Commitment Term hereunder (“the “**VaaS Term**”). Following the end of any Commitment Term, Customer’s access to the Cloud Hosted Evidence Management System with respect to the Equipment purchased relative to that

Commitment Term will expire, and Customer must download or transfer all Customer Data associated with the applicable Equipment within thirty (30) days following expiration unless Customer purchases extended access to the Cloud Hosted Evidence Management System from Motorola at the prevailing rates. Motorola has no obligation to retain Customer Data for expired Equipment beyond thirty (30) days following expiration of the applicable Commitment Term. For example, if 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 Commitment Term), Customer's access to the Cloud Hosted Evidence Management System with respect to the first 100 devices will be discontinued, and Customer must purchase extended storage or transfer all Customer Data associated with the first 100 devices within thirty (30) days of expiration of the Initial Commitment 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.

16.7.2. Termination. The termination provisions applicable to the VaaS Program will be those set forth in the MCA, EPSLA and SSA, as applicable. 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 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 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 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 Customer's VaaS Program terminates on December 31 of Year 3, 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.

17. 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, 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 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 Documents. Any additional Equipment sold in connection with the initial Mobile Video System shall be deemed delivered in accordance of the terms of the EPSLA. Any additional Subscription Software purchased under the VaaS Program will be deemed delivered upon 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 EPSLA, and this Section will control over such other delivery provisions to the extent of a conflict.

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

18.1. Data Storage. Motorola will determine, in its sole discretion, the location of the stored content for cloud hosted software Products. All data, replications, and backups will be stored at a location in the United States for Customers in the United States.

18.2. 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.

18.3. Availability. Unless otherwise specified in the Ordering Documents, 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.

18.4. Maintenance. Scheduled maintenance of cloud hosted software Products will be performed periodically. Motorola will make commercially reasonable efforts to notify 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 customers of any unscheduled or emergency maintenance twenty-four (24) hours in advance.

19. 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 – Included Subscription Software; Section 6.7 – VaaS Program Term and Termination; Section 9 – Survival.**

Vigilant Addendum

This Vigilant Addendum ("**Vigilant Addendum**") is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 ("**Motorola**") and the entity set forth in the signature block below or in the MCA ("**Customer**"), and will be subject to, and governed by, the terms of the Master Customer Agreement entered into between the Parties, effective as of October 11, 2021 (the "**MCA**"), and the Subscription Software Addendum ("**SSA**"). Capitalized terms used in this Vigilant Addendum, but not defined herein, will have the meanings set forth in the MCA or applicable Addendum.

20. Addendum. This Vigilant Addendum governs Customer's purchase and use of Motorola's Vigilant automated license plate recognition software and hardware Products ("**LPR Products**"). In addition to the MCA, other Addenda may be applicable to LPR Products offered under this Vigilant Addendum, including the Subscription Software Addendum ("**SSA**"), with respect to Subscription Software, and Equipment Purchase and Software License Addendum ("**EPSLA**") for Equipment sold as part of any LPR Products, together with any other applicable terms herein. LPR Products may also include Subscription Software on such Equipment or otherwise made available to Customer, as further described below. This Vigilant Addendum will control with respect to conflicting terms in the MCA or any other applicable Addendum, but only

as applicable to the Products purchased under this and not with respect to other Products or Services.

21. Definitions.

Camera License Key (“CLK”) means an electronic key that will permit each camera (one CLK per camera) to be used with Vigilant CarDetector and/or Subscription Software

Commercial Booking Images refers to booking images collected by commercial sources and available on Vigilant VehicleManager with a paid subscription.

Commercial Data means both Commercial Booking Images and Commercial LPR Data.

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

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.

22. Subscription Software

22.1. CarDetector. Customer may purchase Vigilant CarDetector which is Subscription Software subject to the SSA. For Customers subscribing to CarDetector, Customer is required to obtain a CLK for each Motorola-approved camera which uses CarDetector. A CLK can be obtained by Customer by going to Motorola’s company support website and completing the online request form to Vigilant technical support staff.

22.2. Vigilant VehicleManager and Vigilant ClientPortal. Subject to the terms below, Customer may purchase a CLK for access to the Law Enforcement Archival Report Network (“**VehicleManager**”) and/or the Vigilant ClientPortal (“**ClientPortal**”) each of which are “Subscription Software” subject to the terms of the SSA.

22.2.1. Access. Use and access to VehicleManager is strictly restricted to Law Enforcement Agencies (“**LEAs**”) and their Authorized Users. Non-LEAs and their Authorized Users may purchase/access Client Portal.

22.2.2. Data Ownership and Retention. Motorola retains all title and rights to Commercial LPR Data and Commercial Booking Images. Customer shall not utilize Commercial LPR Data or Commercial Booking Images on the behalf of other local, state or Federal LEAs. LPR data and where applicable, booking images, collected by the Customer is considered Customer Data (as defined in the MCA) and is subject to the Customer’s own retention policy. LPR data and/or booking images that has reached the end of the retention period set by the Customer in ClientPortal or VehicleManager, will be deleted from ClientPortal or VehicleManager in accordance with Customer’s retention policy. Customer retains all rights to LPR data and booking images collected by Customer.

22.2.3. Data Sharing. Customer has the option share its Customer Data with LEA's who contract with Motorola for VehicleManager access. ClientPortal customers may also share its Customer Data with other non-LEA customers who have a contract with Motorola for ClientPortal access. If Customer opts, in its sole discretion, to share such data with another customer, the sharing Customer thereby grants to the recipient customer the rights to use such data in accordance with the terms of VehicleManager or Client Portal, as applicable.

22.2.3.1. LEA Customers. If Customer is an LEA, other similarly situated LEAs that collect their own LPR data and booking images may opt to share such data with Customer using VehicleManager. Additionally, Non-LEA Client Portal customers may also share their own LPR data with LEA Customer. Such LPR data or booking images 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 or booking data is governed by the retention policy of it's respective owner, once the Third Party LPR or booking data has reached its expiration date will be deleted from VehicleManager/Client Portal in accordance with the retention terms of the sharing agency.

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

22.2.4. Motorola in its sole discretion may deny access to ClientPortal 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 agents or officers of other local, state, or Federal LEAs without the express written consent of Motorola. Customer will be responsible for all of its Authorized Users, and use of, ClientPortal 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 Affiliate becomes aware of any other breach or attempted breach of the security of any of its Users' accounts.

22.2.5. Commercial Data Access. If Customer purchases a subscription to Commercial Data, then Customer shall execute and agree to the terms of Motorola's standard Data License Addendum.

22.2.6. CJIS Security Policy. Motorola agrees to support a law enforcement 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. 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.

23. VaaS Program Terms. All hardware provided by Motorola to Customer under the LPR Product program will be considered “Equipment”, as defined in the EPSLA, and constitutes a purchase of such Equipment subject to the terms of the EPSLA. Additionally, the following terms and conditions apply to any LPR Equipment purchased under the VaaS Program

23.1. No-Fault Warranty. Subject to the disclaimers set forth in the MCA and EPSLA, upon delivery of any Equipment purchased under the VaaS Program, Motorola will provide a No-fault Warranty to Customer for such Equipment that extends until the end of the Commitment Term (as defined below) 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 MCA or EPSLA, or (iii) any Equipment that Motorola determines was changed, modified, or repaired by 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.

23.2. Commitment Term. Customer accepts that following the delivery of any Equipment under the VaaS Program, Customer commits to a five (5) year subscription term for such Equipment at the rate provided in the Ordering Document (the “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 Section 4.6.2 – Termination hereunder.

23.3. Additional Devices. Any additional Equipment, including any accessory items, ordered by Customer after Customer’s initial purchase of Equipment hereunder may be subject to an incremental increase in Fees. In the event Customer orders additional LPR Equipment 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 LPR 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”.

23.4. Included Subscription Software.

23.4.1. Vigilant VehicleManager or Vigilant ClientPortal. Subject to **Section 4.6.1 – VaaS Term**, and the SSA, the VaaS Program provides Customer with a subscription to Vigilant VehicleManager or Vigilant ClientPortal, as specified in the Ordering Document, during the VaaS Term (as defined

below). Following expiration of the applicable Commitment Term, if Customer desires to continue use of expired Equipment with the Vigilant VehicleManager or Vigilant ClientPortal, Customer must purchase additional access to Vigilant VehicleManager or Vigilant ClientPortal based on Motorola's prevailing rates, or Motorola may disconnect connectivity of any expired Equipment to such software.

23.4.2. CarDetector. Customer will receive a subscription to CarDetector during the VaaS Term, the use of which is subject to the SSA.

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

23.6. VaaS Term and Termination.

23.6.1. VaaS Term. Customer's participation in the VaaS Program will commence upon the receipt of the LPR Products under the VaaS Program, and will continue through the end of the final Commitment Term hereunder ("the VaaS Term"). Following the end of any Commitment Term, Customer's access to the Subscription Services with respect to the Equipment purchased relative to that Commitment Term will expire, and Customer must download or transfer all Customer Data associated with the applicable Equipment within thirty (30) days following expiration unless Customer purchases extended access to the Subscription Services at the prevailing rates. Motorola may, but has no obligation to retain Customer Data for expired Equipment beyond thirty (30) days following expiration of the applicable Commitment Term. For example, if Customer purchases 100 devices on January 1 of Year 1 of the Initial Commitment 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 Commitment Term), Customer's access to the Subscription Services with respect to the first 100 devices will be discontinued, and Customer must purchase extended access to the Subscription Services or transfer all Customer Data associated with the first 100 devices within thirty (30) days of expiration of the Initial Commitment Term. In the foregoing example, the access to Subscription Services for the second 100 devices purchase will extend until December 31 of Year 7.

23.6.2. Termination. The termination provisions applicable to VaaS Program will be those set forth in the MCA, EPSLA and SSA, as applicable. 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 pro-rated remainder of the aggregate Equipment MSRP price (prevailing as of the time of delivery),

calculated by multiplying the MSRP price of all LPR Product 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 for certain Equipment, the preceding calculation will be made relative to the applicable Commitment Term for each Equipment order. For example, if 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 Customer's VaaS Program terminates on December 31 of Year 3, 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.

23.6.3. Post Termination Subscription Software Access. Upon completion of the VaaS Term, Customer may elect to purchase additional CLKs, at then current rates, for continued Vigilant CarDetector and/or Subscription Software access. If applicable, additional network costs, at then current rates, may apply. Any continued Software Subscription access shall continue to be governed by the MCA, SSA, and Vigilant Addendum.

24. Survival. The following provisions will survive the expiration or termination of this Vigilant Addendum for any reason: Section 1 – Addendum; Section 3 – Subscription Software; Section 4.41 – Vigilant VehicleManager or Vigilant ClientPortal; Section 4.5 – VaaS Payment; 4.6 – VaaS Term and Termination; Section 5 – Survival.

MAINTENANCE, SUPPORT AND LIFECYCLE MANAGEMENT ADDENDUM

This Maintenance, Support and Lifecycle Management Addendum (this "**MSLMA**") is entered into between Motorola Solutions, Inc., with office at 500 W. Monroe, suite 4400, Chicago, IL 60661 ("**Motorola**") and the entity set forth in the signature block below or in the MCA ("**Customer**") and will be subject to, and governed by, the terms of the Motorola Solutions Customer Agreement entered into between the Parties the ("**MCA**"). Capitalized terms used in this MSLMA, but not defined herein, will have the meanings set forth in the MCA.

1. Addendum. This MSLMA governs Customer's purchase of Maintenance, Support and Lifecycle Management (as defined below) services (and, if set forth in an Ordering Document, related Services) from Motorola and will form part of the Parties' Agreement. In addition to the MCA, other Addenda may be applicable to the MSMLA, including the Equipment Purchase and Software License Addendum ("**EPSLA**"), with respect to Licensed Software and Equipment, and the Communications System Addendum ("**CSA**") as further described below. This MSMLA will control with respect to conflicting terms in the MCA or any other applicable Addendum, but only as applicable to the Maintenance, Support and Lifecycle Management services purchased under this MSMLA and not with respect to other Products and Services.

2. Scope

Motorola will provide break/fix maintenance, technical support, or other Services (such as software integration Services) ("**Maintenance and Support Services**") and/or upgrade services ("**Lifecycle Management**") as further described in the applicable Ordering Documents.

3. Terms and conditions

3.1 Maintenance and Support services

3.1.1 Purchase Order Acceptance. Purchase orders for additional, continued, or expanded maintenance and software support, during the Warranty Period or after the Warranty Period, become binding only when accepted in writing by Motorola.

3.1.2 Start Date. The "Start Date" for Maintenance and Support Services will be indicated in the applicable Ordering Document.

3.1.3 Auto Renewal. Unless the applicable Ordering Documents specifically states a termination date or one Party notifies the other in writing of its intention to discontinue the Maintenance and Support Services, this Agreement will renew for an additional one (1) year term on every anniversary of the Start Date. At the anniversary date, Motorola may adjust the price of the Services to reflect the renewal rate.

3.1.4 Termination. Written notice of intent to terminate must be provided thirty (30) days or more prior to the anniversary date. If Motorola provides Services after the termination or expiration of this MSLMA, the terms and conditions in effect at the time of termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates. This provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision.

3.1.5 Equipment Definition. For maintenance and support services, Equipment will be defined to mean the hardware specified in the applicable Ordering Documents.

3.1.6 Additional Hardware. If Customer purchases additional hardware from Motorola that becomes part of the Communications System, the additional hardware may be added to this MSLMA and will be billed at the applicable rates after the warranty period for that additional equipment expires. Such hardware will be included in the definition of Equipment.

3.1.7 Maintenance. Equipment will be maintained at levels set forth in the manufacturer's product manuals and routine procedures that are prescribed by Motorola will be followed. Motorola parts or parts of equal quality will be used for Equipment maintenance.

3.1.8 Equipment Condition. All Equipment must be in good working order on the Start Date or when additional equipment is added to the MSLMA. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay maintenance and support fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically maintained for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to maintain that Equipment.

3.1.9 Equipment Failure. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this MSLMA and applicable Ordering Documents.

3.1.10 Intrinsicly Safe. Customer must specifically identify any Equipment that is labeled intrinsicly safe for use in hazardous environments.

3.1.11 Excluded Services.

a) Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

b) Unless specifically included in this MSLMA or the applicable Ordering Documents, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

3.1.12 Time And Place. Service will be provided at the location specified in this MSLMA and/or the applicable Ordering Documents. When Motorola performs maintenance, support, or installation at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this MSLMA or applicable Ordering Documents, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this MSLMA or applicable Ordering Documents, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

3.1.13 Customer Contact. Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

3.1.14 Warranty. Motorola warrants that it's Maintenance and Support Services under this section will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

3.2 Lifecycle Management Services

3.2.1 The Software License terms included in the MCA and its Addendum applies to any Motorola Software provided as part of the Lifecycle Management transactions.

3.2.2 The term of this MSLMA will be specified in the Ordering Documents, as well as the Lifecycle Management Price for the amount of years, excluding applicable sales or use taxes but including discounts as more fully set forth in the pricing pages. Because the Lifecycle Management is a subscription service as more fully described in the applicable Ordering Documents, payment from Customer is due in advance and will not be in accordance with any Payment Milestone Schedule.

3.2.3 The Communications System upgrade will be scheduled during the subscription period and will be performed when Motorola's upgrade operation resources are available. Because there might be a significant time frame between when this MSLMA is executed and when a Communications System upgrade transaction is performed, Motorola may substitute any of the promised Equipment or Software so long as the substitute is equivalent or superior to the initially promised Equipment or Software.

3.2.4 Acceptance of a Lifecycle Management transaction occurs when the Equipment (if any) and Software are delivered, in accordance with the EPSLA, and the Lifecycle Management services are fully performed; there is no Acceptance Testing with a Lifecycle Management transaction.

3.2.5 The Warranty Period for any Equipment or Motorola Software provided under a Lifecycle Management transaction will commence upon shipment and not on Communications System Acceptance or Beneficial Use, and is for a period of ninety (90) days rather than one (1) year. The ninety (90) day warranty for Lifecycle Management services is set forth in the applicable Ordering Documents.

3.2.6 In addition to the description of the Lifecycle Management services and exclusions provided in the applicable Ordering Documents, the following apply:

- a) Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment.
- b) Lifecycle Management services exclude the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.
- c) Unless specifically included in this MSLMA or the applicable Ordering Documents, Lifecycle Management services exclude items that are consumed in the normal operation of the Equipment; accessories; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.
- d) Customer will provide Motorola with designated points of contact (list of

names and phone numbers) that will be available during the performance of the Lifecycle Management services.

3.2.7 The Lifecycle Management annualized price is based on the fulfillment of the two year cycle. If Customer terminates this service during a two year cycle, except for Motorola's default, then Customer will be required to pay for the balance of payments owed for the two year cycle if a major system release has been implemented before the point of termination.

3.2.8 If Customer terminates this Maintenance and Support or Lifecycle Management service and contractual commitment before the end of the first year term, for any reason other than Motorola's default, then the Customer will pay to Motorola a termination fee. This provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision.

4. Payment

4.1 Unless alternative payment terms are stated in this MSLMA, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and the Customer must pay each invoice in U.S. dollars within thirty (30) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

4.2 INFLATION ADJUSTMENT. For multi-year agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, "All Items," Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. "All Items," not seasonally adjusted shall be used as the measure of CPI for this price adjustment. The adjustment calculation will be based upon the CPI for the most recent twelve (12) month increment beginning from the most current month available as posted by the U.S. Department of Labor (<http://www.bls.gov>) immediately preceding the new maintenance year. For purposes of illustration, if in Year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

AVIGILON CORPORATION
AVIGILON CONTROL CENTER™ SOFTWARE
END USER LICENSE AGREEMENT
Effective December 15, 2020

This Avigilon Control Center End User License Agreement (the “**Agreement**”) between Avigilon Corporation (“**Avigilon**”), as licensor of the Software (as defined below), and you (being the person or other legal entity that is the end user and licensee of the Software) (“**You**” or “**Your**”) governs Your use of the Software. The term “**Software**” means: (a) the Avigilon Control Center software accompanying, or being used in association with, this Agreement, including computer software, and any modified versions and copies of, and upgrades, updates, and additions to, such software; and (b) any media, printed materials, and “on-line” or electronic documentation with respect to such software (the “**Documentation**”).

By breaking the seal on the package containing the Software, or downloading, installing, copying or otherwise using the Software, You agree to be bound by the terms of this Agreement. If You do not agree to all of the terms and conditions of this Agreement, do not open, download, install, copy, or otherwise use the Software.

1. Grant of License. Subject to the payment of applicable license fees, and as long as You comply with the terms of this Agreement, Avigilon grants You a limited, non-exclusive license to use the Software in object code form only in the manner and for the purposes described in this Agreement and the Documentation. Your use of the Software is subject to the following principal conditions:
 - a. Subject to the limitations on the use of the Software’s server application (the “**Server Application**”) set forth in Section 1(b), You may install the Software on any number of computers at Your premises.
 - b. If You have licensed an edition of the Software that only permits the Server Application to be installed on a single server, you may only install the Server Application on one server. If you have licensed an edition of the Software that permits the Server Application to be installed on more than one server (subject to a specified maximum number of servers), You may install the Software’s Server Application on up to that maximum number of servers, provided that all such servers are configured to work together in a cluster (a “**Site**”).
 - c. Components of the Software that are protected by a software or hardware key or other device may be used on any computer, or cluster of servers forming the Site, on which the key is installed and activated. If the key locks the Software to a particular computer, or cluster of servers forming the Site, the Software may only be used on that computer or cluster of servers, as applicable. You agree that You will not attempt to circumvent the mechanisms that bind software or hardware keys to a particular computer or cluster of servers forming a Site.
 - d. You acknowledge that You must activate the Software with Avigilon and that there may be instances where You are required to subsequently reactivate the Software when You make certain hardware changes or configuration changes to the Software.

2. Backup Copy. You may make one copy of the Software to be used solely for archival, back-up, or disaster recovery purposes; provided that You may not operate that copy of the Software at the same time as the original Software is being operated.
3. Intellectual Property Rights. The Software is licensed, not sold, to You. The Software and any authorized copies that You make are the intellectual property of, and are owned by, Avigilon and, as applicable, its suppliers and licensors. The structure, organization and code of the Software are valuable trade secrets and confidential information of Avigilon and, as applicable, its suppliers and licensors. The Software is protected by law, including but not limited to the copyright laws of the United States, Canada, and other countries, and by international treaty provisions. Except as expressly stated in this Agreement, this Agreement does not grant You any intellectual property rights in the Software, and all rights not expressly granted in this Agreement are reserved by Avigilon and, as applicable, its suppliers and licensors. This Agreement does not grant You any rights in connection with any trademarks of Avigilon.
4. Limitations and Restrictions.
 - a. Copy Protections. You may not copy the Software except as set forth in this Agreement. Any permitted copy of the Software that You make must contain the same copyright and other proprietary notices and legends that appear on or in the Software.
 - b. Restrictions. You may not: (i) rent, lease, sell, sublicense, assign, lend, resell for profit, or distribute the Software or Your rights in the Software; or (ii) authorize any portion of the Software to be copied onto another person's or legal entity's computer or other electronic device, except as set forth in this Agreement. You will take reasonable steps to prevent any unauthorized copying or distribution of the Software.
 - c. Locally Stored Components. The Software may include a software code component that may be stored and operated locally on one or more devices. Once You have paid the required license fees for these devices (as determined by Avigilon in its sole discretion), You may install, use, or install and use, one copy of such component of the Software on each of the devices as licensed by Avigilon. You may then use such component of the Software in connection with operating the device on which it is installed solely in the manner set forth in any accompanying Documentation or, in the absence of such, solely in the manner contemplated by the nature of the Software.
 - d. Embedded Software/Firmware. The Software may also include a software code component that is resident in a device as provided by Avigilon for operating that device. You may use such component of the Software solely in connection with the use of that device, but may not retrieve, copy or otherwise transfer that software component to any other media or device without Avigilon's express prior written authorization.
 - e. Modifications and Derivative Works. You may not make any changes, translations, enhancements, or modifications to, or create any derivative works from, the Software or any portion of the Software without the prior written permission of Avigilon (except as provided in Section 20 of this Agreement with respect to 'open source' software). Any attempt to create any derivative works from the Software or any portion of the Software without the prior written permission of Avigilon (except as provided in Section 20 of this Agreement with respect to 'open source' software) shall result in the immediate termination of this Agreement.
 - f. Reverse Engineering, Decompilation, Disassembly. You may not reverse engineer, peel components, decompile, disassemble or otherwise reduce the Software or any portion

to a human perceptible form or otherwise attempt to recreate the source code of the Software, and any attempt to do so shall result in the immediate termination of this Agreement, except and only to the extent that such activity is expressly permitted by applicable law.

- g. **Competitive Products.** You will not use any information concerning the Software or any of its components or features to design, build, train, or improve (directly or indirectly) a product or service that competes with the Software or any of its components or features.
5. **Termination.** Without prejudice to any other rights, Avigilon may terminate this Agreement without notice if You fail to comply with the terms and conditions of this Agreement. In the event of termination of this Agreement for any reason, You must immediately destroy all copies of the Software (including backup copies) and all of its component parts. To the extent the Software is embedded in hardware or firmware, You will provide prompt access to Avigilon or its representatives to remove or lock Software features or functionality as Avigilon determines. The provisions of this Agreement which, by their terms, require performance after termination of this Agreement, including but not limited to those contained in Sections 3 (Intellectual Property Rights), 5 (Termination), 13 (Exclusive Remedy), 14 (Limitation of Liability), 16 (Indemnity by You) and 19 (Jurisdiction), will survive the termination of this Agreement.
6. **Export Restrictions.** You acknowledge and agree that the Software is subject to restrictions and controls imposed by the Export and Import Permits Act (Canada) and regulations thereunder, the United States Export Administration Act and regulations thereunder, and other applicable national and international laws and regulations relating to the export of the Software (collectively, the “Export Laws”). You agree and certify that You will not use the Software or any part or direct product thereof for any purpose in contravention of the Export Laws.
7. **Applicable Laws.** Some jurisdictions prohibit the recording of audio, video, personal information, or any combination of audio, video and personal information, under certain circumstances. You agree that You will at all times use the Software in conformity with all applicable laws, statutes, ordinances, and rules of each of: (a) the jurisdiction(s) in which You use the Software; and (b) the jurisdiction(s) in which each camera, microphone, or other recording or surveillance device which provides data to You through the Software is located. Any breach of the foregoing is a material breach of this Agreement that operates to terminate the license for the Software immediately without notice, rendering any further use of the Software unlawful.
8. **Support Services.** Avigilon may provide You with support services related to the Software (“**Support Services**”). Any supplemental software files (either Avigilon or third party) and other computer information and related explanatory written materials and files provided to You as part of the Support Services are considered part of the Software and subject to the terms and conditions of this Agreement.
9. **Upgrades and Updates.** To the extent Avigilon makes them available, Software upgrades and updates may only be used to replace all or part of the original Software that You are licensed to use. Software upgrades and updates do not increase the number of copies of the Software licensed to You. If the Software licensed under this Agreement is an upgrade or update of a component of a package of software programs that You previously licensed as a single product, the Software may be used and transferred only as part of that single

product package and may not be separated for use on more than one computer unless and to the extent that You are licensed to use the previously licensed software on more than one computer. Software upgrades and updates downloaded free of charge via an Avigilon authorized World Wide Web or FTP site may be used to upgrade multiple computers provided that You are licensed to use the original software being upgraded or updated on those computers. Upgrades and updates may be licensed to You by Avigilon with additional or different terms.

10. U.S. Government License Rights. This Section 10 only applies to U.S. Government end users. The Software and Documentation are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of “commercial computer software” and “computer software documentation” as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software and Documentation are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.
11. Transfer. You may only transfer Your rights under this Agreement: (a) as part of a permanent sale or transfer of all of the devices for which the Software is licensed; (b) if You transfer all of the Software (including all component parts, the media and printed materials, and any upgrades), and this Agreement; (c) if You do not retain any copies of any portion of the Software; (d) if the recipient agrees to the terms of this Agreement; and (e) if the Software is an upgrade, such transfer also includes all prior versions of the Software. Satisfaction of all these conditions is required; failure to meet any of these conditions renders such transfer null and void.
12. Warranty. Avigilon warrants that the medium on which the Software is recorded, and any software or hardware key associated with the Software, will be free of defects in materials and workmanship under normal use for a period of sixty (60) days from the date of Your receipt of the original Software licensed under this Agreement.

EXCEPT AS PROVIDED ABOVE, AND TO THE MAXIMUM EXTENT PROVIDED BY LAW, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE SOFTWARE AND SUPPORT SERVICES IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE AND ACCURACY IS WITH YOU AND AVIGILON AND ITS SUPPLIERS AND LICENSORS PROVIDE THE SOFTWARE AND SUPPORT SERVICES “AS-IS” AND WITH ALL FAULTS, AND HEREBY DISCLAIM ALL OTHER WARRANTIES OR CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF: (A) MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (B) ACCURACY OR COMPLETENESS OF RESPONSES, RESULTS, OR INFORMATIONAL CONTENT; (C) WORKMANLIKE EFFORT; (D) CORRESPONDENCE TO DESCRIPTION; (E) TITLE OR NON-INFRINGEMENT OR NON-MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; (F) CUSTOM OR TRADE; (G) QUIET ENJOYMENT; OR (H) SYSTEM INTEGRATION. AVIGILON MAKES NO WARRANTY THAT ANY PORTION OF THE SOFTWARE WILL OPERATE ERROR-FREE, FREE OF ANY SECURITY DEFECTS, OR IN AN UNINTERRUPTED MANNER. AVIGILON SHALL NOT BE RESPONSIBLE FOR PROBLEMS CAUSED BY CHANGES IN THE OPERATING

CHARACTERISTICS OF THE DEVICE(S) UPON WHICH THE SOFTWARE IS OPERATING, OR FOR PROBLEMS IN THE INTERACTION OF THE SOFTWARE WITH NON-AVIGILON SOFTWARE OR HARDWARE PRODUCTS. AVIGILON NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON PURPORTING TO ACT ON ITS BEHALF TO MODIFY OR TO CHANGE THIS WARRANTY, NOR TO ASSUME FOR AVIGILON ANY OTHER WARRANTY OR LIABILITY CONCERNING THE SOFTWARE. THE WARRANTY MADE BY AVIGILON MAY BE VOIDED BY ABUSE OR MISUSE. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS UNDER MANDATORY LAW THAT VARY FROM STATE TO STATE AND COUNTRY TO COUNTRY.

13. Exclusive Remedy. The entire liability of Avigilon, its affiliates, and their respective directors, officers and employees (collectively, the “**Avigilon Parties**”) and Your exclusive remedy under the warranty set forth above will be, at Avigilon’s option, to: (a) attempt to correct Software errors with efforts Avigilon believes suitable to the problem; (b) replace at no cost the recording medium, Software or Documentation with functional equivalents as applicable, provided that You send Avigilon a replacement request, the defective medium and the documentation evidencing the date and amount You paid for the Software prior to the expiration of the sixty (60) day warranty period; or (c) refund a pro-rated portion of the license fee paid for such Software (less depreciation based on a two-year life expectancy) and terminate this Agreement, provided, in each case, that Avigilon is notified in writing of all warranty problems during the applicable warranty period. Any replacement item will be warranted for the remainder of the original warranty period. No remedy is provided for failure of the Software if such failure is the result of accident, abuse, alteration or misapplication with respect to the Software or any hardware on which it is loaded. Warranty service or assistance may be provided remotely.
14. Limitation of Liability. Except for personal injury or death, Avigilon's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Software. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT AVIGILON WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, LOSS TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE SOFTWARE, OR THE PERFORMANCE OF ANY SERVICES BY AVIGILON PURSUANT TO THIS AGREEMENT. YOU ARE SOLELY RESPONSIBLE AND LIABLE FOR VERIFYING THE SECURITY, ACCURACY AND ADEQUACY OF ANY OUTPUT FROM THE SOFTWARE, AND FOR ANY RELIANCE THEREON. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.
15. Indemnity by Avigilon. Avigilon will defend at its expense any suit brought against You to the extent it is based on a third-party claim alleging that the Software directly infringes a United States patent or copyright (“**Infringement Claim**”). Avigilon’s duties to defend and indemnify are conditioned upon: You promptly notifying Avigilon in writing of the Infringement Claim; Avigilon having sole control of the defense of the suit and all

negotiations for its settlement or compromise; and You providing to Avigilon cooperation and, if requested by Avigilon, reasonable assistance in the defense of the Infringement Claim. In addition to Avigilon's obligation to defend, and subject to the same conditions, Avigilon will pay all damages finally awarded against You by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Avigilon in settlement of an Infringement Claim.

If an Infringement Claim occurs, or in Avigilon's opinion is likely to occur, Avigilon may at its option and expense: (a) procure for You the right to continue using the Software; (b) replace or modify the Software so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Software and grant You a credit for the Software, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

Avigilon will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Software with any software, apparatus or device not furnished by Avigilon; (b) the use of ancillary equipment or software not furnished by Avigilon and that is attached to or used in connection with the Software; (c) Software designed or manufactured in accordance with Your designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Software by a party other than Avigilon; (e) use of the Software in a manner for which the Software was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by You to install an enhancement release to the Software that is intended to correct the claimed infringement. In no event will Avigilon's liability resulting from its indemnity obligation to You extend in any way to royalties payable on a per use basis or Your revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Avigilon from You from sales or license of the infringing Software.

This Section 15 provides Your sole and exclusive remedies and Avigilon's entire liability in the event of an Infringement Claim. You have no right to recover and Avigilon has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 15 are subject to and limited by the restrictions set forth in Section

16. Indemnity by You. You will defend, indemnify and save harmless each of the Avigilon Parties from and against all actions, proceedings, demands, claims, liabilities, losses, damages, judgments, costs and expenses including, without limiting the generality of the foregoing, legal fees and disbursements actually incurred, together with all applicable taxes, which any such indemnified person under this Section 16 may be liable to pay or may incur by reason of, or directly or indirectly arising out of, any breach of this Agreement by You or any of Your directors, officers, employees, agents, or contractors, or on Your instructions.
17. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes any previous agreements between the parties, with respect to the subject matter of this Agreement. Any terms of any purchase order or other instrument issued by

either party in connection with this Agreement that is in addition to or inconsistent with the terms of this Agreement shall have no force or effect unless signed by both parties.

18. Amendment. Any amendment to this Agreement shall be put in writing and signed by both parties prior to being in effect. Notwithstanding the foregoing:
 - a. Avigilon reserves the right to unilaterally amend this Agreement at any time without advance notice to You where the amendments involve (i) correcting typographical errors; (ii) correcting inconsistent, incorrect, or ambiguous wording for the purpose of clarifying the intended purposes and intent of the applicable wording (but without altering its nature or scope); or (iii) updating this Agreement to better address or comply with the provisions of applicable laws.
 - b. This Agreement may be superseded by a subsequent End User License Agreement that You agree to in connection with Avigilon's providing to You any future component, release, upgrade or other modification or addition to the Software.
19. Jurisdiction. This Agreement and performance under this Agreement will be governed by the laws of the Province of British Columbia and the laws of Canada applicable therein without reference to principles of conflicts of laws, and the courts in Vancouver, British Columbia and the courts of appeal therefrom will have exclusive jurisdiction to hear any proceedings relating to this Agreement. You hereby irrevocably attorn to the jurisdiction of those courts. You expressly exclude the application of the United Nations convention on Contracts for the International Sale of Goods (the Vienna Convention, 1980).
20. Incorporation of 'Open Source' and other Third Party Software. Portions of the Software may be subject to certain third party license agreements governing the use, copying, modification, redistribution and warranty of those portions of the Software, including what is commonly known as 'open source' software, for example portions of the Software use libraries from the FFmpeg project under the LGPLv2.1. No warranty is provided by Avigilon for any such open source software. By using the Software You agree to be bound to the terms of any such third party licenses. If provided for in the applicable third party license, You may have a right to receive source code for such software for use and distribution in any program that You create, so long as You in turn agree to be bound to the terms of the applicable third party license and Your programs are distributed under the terms of that license. If applicable, a copy of such source code may be obtained free of charge by contacting Your Avigilon representative.
21. Collection of Data. By Your acceptance of the terms of this Agreement, You agree that Avigilon may:
 - a. collect, from time to time, information about the computer(s) on which You have installed or will be using the Software. This information represents a configuration of Your computer(s) but includes no personal information, information about other software or data on Your computer, or information about the specific make or model of Your computer(s). A hash of this information may be disclosed to a third party vendor, Flexera Software LLC ("Flexera"), to assist with management and enforcement of Your hardware and software keys. Avigilon may also disclose to Flexera Your business name, the business name from whom You purchased the Software, the name of the site on which the Software is installed, and the other hardware and software keys installed at that site (if any). The information will be used solely to associate Your computer(s)

with the hardware and software keys and to identify Your computer(s). The Flexera Privacy Policy can be found at: <https://www.flexerasoftware.com/legal/privacy-policy.html>.

- b. collect, or use a third party to collect (on Avigilon's behalf), from time to time, Your system configuration and system usage data. This information will be used only to further develop and improve the Software and Avigilon's associated products and services. Avigilon shall not utilize or disclose this data in a form that personally identifies You.

Any personal information collected by Avigilon is subject to the Avigilon's Privacy Statement, available at avigilon.com/privacy, as may be amended from time to time.

- 22. **Demonstration and Evaluation Copies.** A demonstration or evaluation copy of the Software is covered by this Agreement, provided that the licenses contained in this Agreement expire at the end of the demonstration or evaluation period.
- 23. **Enurement.** All covenants, representations, warranties and agreements of the parties contained in this Agreement will be binding upon and will enure to the benefit of the parties and their respective successors and assigns.
- 24. **Severability.** If any provision of this Agreement is held to be invalid, illegal or unenforceable, it shall be severed and the remaining provisions shall continue in full force and effect.
- 25. **Non-Waiver.** The waiver or failure of Avigilon to exercise in any respect any right provided in this Agreement will not be deemed a waiver of any further right under this Agreement.
- 26. **Compliance with Licenses.** You agree that upon request from Avigilon or its authorized representative, You will, within thirty (30) days of such request, fully document and certify that Your use of any and all Software at the time of the request is in conformity with Your valid license(s) from Avigilon. You agree to use Your best efforts and to take all reasonable steps to safeguard the Software to ensure that no unauthorized person shall have access thereto and that no unauthorized copy or distribution, in any form, of the Software shall be made.
- 27. **Additional Restrictions.** The Software may be subject to additional restrictions and conditions on use as specified in the Documentation, which additional restrictions and conditions are hereby incorporated into and made a part of this Agreement.
- 28. **Tools and Utilities.** Software distributed via an Avigilon-authorized World Wide Web or FTP site (or similar Avigilon-authorized distribution means) as a tool or utility may be copied and installed without limitation provided that the Software is not distributed or sold and the Software is only used for the intended purpose of the tool or utility and in conjunction with Avigilon products. All other terms and conditions of this Agreement continue to apply.
- 29. **Avigilon Cloud Services.** Your use of the Software, or certain features or functionality of the Software, may involve or otherwise require Your use of the Avigilon Cloud Services, a web-based portal/platform developed and maintained by Avigilon to, amongst other things, facilitate the operation of certain features and functionality of the Software. To the extent You access and use the Avigilon Cloud Services in connection with Your use of the Software, the additional terms and conditions set forth in the Avigilon Cloud Services End-User Agreement will apply.

AVIGILON CLOUD SERVICES END-USER AGREEMENT

Last Modified: 10 November 2020

This Cloud Services Agreement (this "**Agreement**") is a binding contract between you ("**Subscriber**," "**you**," or "**your**") and Avigilon Corporation ("**Provider**," "**we**," or "**us**"). This Agreement governs your access to and use of the Cloud Services.

BY CLICKING ON THE "I ACCEPT" BUTTON BELOW OR BY ACCESSING OR USING THE CLOUD SERVICES YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT AND WARRANT THAT YOU HAVE THE POWER TO ENTER INTO THIS AGREEMENT AND, IF ENTERING INTO THIS AGREEMENT FOR AN ORGANIZATION, THAT YOU HAVE THE POWER TO BIND THAT ORGANIZATION; (C) ACCEPT THAT THIS AGREEMENT TAKES IMMEDIATE EFFECT (the "**Effective Date**"); AND (D) AGREE TO BE LEGALLY BOUND BY ITS TERMS.

IF YOU DO NOT ACCEPT THESE TERMS, YOU MAY NOT ACCESS OR USE THE CLOUD SERVICES.

1. Definitions.

(a) "**Authorized User**" means you and your employees, consultants, contractors, and agents (i) who are authorized by you to access and use the Cloud Services under the rights granted to you pursuant to this Agreement and (ii) for whom access to the Cloud Services has been purchased hereunder.

(b) "**Cloud Services**" means the cloud-based security and surveillance platform developed by or licensed to us and provided under this Agreement that are detailed on our website available at www.avigilon.com/products/cloud/avigilon-cloud-services.

(c) "**Cloud Services Privacy Policy**" means the privacy policy applicable to the Cloud Services, available at <https://www.avigilon.com/products/acc/avigilon-cloud-services/>. The Cloud Services Privacy Policy supplements, is in addition to and should be read in conjunction with, the Avigilon Corporate Privacy Statement, which can be accessed at www.avigilon.com/privacy (the "**Avigilon Privacy Statement**").

(d) "**Documentation**" means end user documentation relating to the Cloud Services available at www.avigilon.com/products/cloud/avigilon-cloud-services/#downloads. Documentation may include the Cloud Services Privacy Policy, one or more Order Forms, and the Microsoft AUP.

(e) "**Microsoft AUP**" means, at any point in time, Microsoft Corporation's then current Acceptable Use Policy (or similar or successor policy) applicable to Microsoft Azure, as currently included in the Online Service Terms applicable to Microsoft Azure, which are currently available at: <https://www.microsoft.com/en-ca/Licensing/product-licensing/products.aspx>.

(f) **"Microsoft Azure"** means the cloud computing and services platform created and hosted by Microsoft Corporation which we use as a means of providing the Cloud Service (or portions thereof) to you.

(g) **"Order Form"** means an order form, or similar documentation, pursuant to which you subscribe to the Cloud Service through either us or one of our authorized resellers.

(h) **"Provider IP"** means the Cloud Services, the Documentation, downloadable software required to use the Cloud Services, and all intellectual property provided to you or any other Authorized User in connection with the foregoing. For the avoidance of doubt, Provider IP includes Aggregated Statistics and any information, data, or other content derived from our monitoring of your access to or use of the Cloud Services, but does not include Subscriber Data.

(i) **"Subscriber Data"** means, other than Aggregated Statistics (defined below), (i) any data or content, including but not limited to audio and video files and data, that you or your Authorized Users generate, collect, record, transmit, or store in connection with their use of the Cloud Service; (ii) any system or Cloud Services setup, configuration, usage or performance data, including but not limited to the names and contact information for you and your Authorized Users, that you or your Authorized Users generate, collect, record, transmit, or store in connection with use of the Cloud Services; and (iii) any data, content, or other information that you or your Authorized Users provide to us for customer or technical support purposes.

(j) **"Third-Party Products"** means any products, content, services, information, websites, or other materials that are owned by third parties and are incorporated into or accessible through the Cloud Services.

2. Access and Use.

(a) Provision of Access. Subject to your compliance with the terms and conditions of this Agreement and payment of fees as set out in an applicable Order Form, we hereby grant you a revocable, non-exclusive, non-transferable, non-sublicensable, limited right to: (i) access and use the Cloud Services; (ii) access and use the Documentation; (iii) download and use software provided as part of the Cloud Services, including, subject to Section 3(e), Third Party Products consisting of downloadable software, during the Term solely for your use by Authorized Users for internal business operations.

(b) Use Restrictions. You shall not, and shall not permit any Authorized Users to, use the Cloud Services, any software component of the Cloud Services, or Documentation for any purposes beyond the scope of the access granted in this Agreement. Each of you and your Authorized Users acknowledge and agree that you and they shall, in accessing and using the Cloud Services (including its use of any Subscriber Data), comply with this Agreement, the Microsoft AUP, the Documentation, and all applicable laws. Each of you and your Authorized Users acknowledge and understand that applicable laws may include restrictions or prohibitions regarding the recording of audio, video, or any other content containing information that may be used to identify an individual, or requirements to provide notice of, or obtain consent to, the capture or recording of a person's personal information, including, but not limited to, their image, voice, or facial geometry.

(c) General Usage Restrictions. Each of you and your Authorized Users acknowledge and agree that you and they shall not: (i) modify, create derivative works from, reverse engineer, or reverse assemble, translate, decompile, or reverse compile the Cloud Services, or attempt to obtain or perceive its source code; (ii) disclose any password or access protocols in respect of the Cloud Services to any person (except as between you and your Authorized Users) or otherwise allow any person other than your Authorized Users to gain access to the Cloud Services; (iii) copy, sublicense, reproduce, rent, sell, lease, distribute, pledge, assign, or otherwise transfer, or encumber rights to the Cloud Services, or any part thereof, or use them for the benefit of any third party or include any Cloud Services in any other product offering; or (iv) use the Cloud Services in violation of the rights of any third party, including third party intellectual property rights. In addition, you and your Authorized Users shall not use the Cloud Services to: (v) interfere with or disrupt the integrity, availability, reliability, or performance of the Cloud Services or the data contained therein; (vi) store or transmit malicious code; (vii) launch or facilitate, whether intentionally or unintentionally, a denial of service attack on any of the Cloud Services, its users, or us; or (viii) attempt to gain unauthorized access to the Cloud Services, computer systems, or networks related to the Cloud Services.

(d) Data Transfer and Personal Information. You and your Authorized Users understand and acknowledge that we use third-party service providers, including cloud storage and transfer platforms, in conjunction with the Cloud Services (including, as applicable, Microsoft Azure). Accordingly, any information, including personal information, that you or your Authorized Users collect in connection with the use of the Cloud Services may be processed in, and subject to the laws of jurisdictions other than the jurisdiction(s) where you or your Authorized Users are located, or where the personal information was originally collected. We do not represent or warrant that the Cloud Services is appropriate for use in any particular jurisdiction. By using the Cloud Services, you and your Authorized Users represent that you, and they, have provided appropriate notice of, and obtained appropriate consent to, the cross-border transfer and processing of any personal information that you or your Authorized Users collect, record, transmit, or store in connection with the Cloud Services, in accordance with the laws and regulations applicable to such transfers and processing.

(e) Aggregated Statistics. We may monitor your use of the Cloud Services to gather data and information related to your use of the Cloud Services and/or information compiled from Subscriber Data that we may use in an aggregate and anonymized manner (collectively, the “**Aggregated Statistics**”), for one or more of the following purposes: (i) to compile statistical and performance information related to the provision and operation of the Cloud Services; (ii) to provide routine or Subscriber-requested maintenance, repairs, analytical or diagnostic services related to the Cloud Services, Provider IP, or Subscriber Data; (iii) to ensure compliance with, or provide updates or revisions to, this Agreement, Service Level performance metrics, or the Cloud Services, and policies and protocols related thereto; or (iv) to compile analytical and statistical information for purposes of developing and improving our products and services..

(f) Suspension. Notwithstanding anything to the contrary in this Agreement, we may temporarily suspend your access and any Authorized User's access to any portion or all of the Cloud Services if: (i) we reasonably determine that (A) there is a threat or attack on any of the Provider IP; (B) use of the Provider IP disrupts or poses a security risk to the Provider IP or to any other subscriber or vendor; (C) the Provider IP is used for fraudulent or illegal activities; (D) subject to applicable law, you have ceased to continue its business in the ordinary course, made an assignment for the benefit of

creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) our provision of the Cloud Services to you or any Authorized User is prohibited by applicable law; (ii) any vendor of ours has suspended or terminated our access to or use of any Third-Party Products required to enable you to access the Cloud Services; or (iii) in accordance with Section 5 (any such suspension described in subclause (i), (ii), or (iii), is a "**Service Suspension**").

(g) Effect of Suspension. Upon any restriction or suspension of your access to the Cloud Services for your failure to comply with this Agreement, until the causal factor of any such restriction/suspension is rectified to our satisfaction: (i) you and you Authorized Users must immediately discontinue all use of the Cloud Service (except as we may otherwise specifically permit pursuant to the terms of such restriction/suspension); (ii) to the extent within your reasonable control, you must promptly rectify the causal factor of the restriction/suspension; and (iii) we will, in our discretion, cease providing the Cloud Services (or portion thereof) to you and your Authorized Users.

3. Subscriber Responsibilities.

(a) Account Use. You are responsible and liable for all uses of the Cloud Services and Documentation resulting from access provided by you, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. You are responsible for all acts and omissions of Authorized Users, and you will be deemed to have breached this Agreement if an Authorized User takes an act or omission that, if instead were taken by you, would constitute a breach of this Agreement. You shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Cloud Services and shall cause Authorized Users to comply with such provisions.

(b) Your Data. You hereby grant to us a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Subscriber Data and perform all acts with respect to the Subscriber Data as may be necessary for us to provide the Cloud Services to you, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display Subscriber Data incorporated within the Aggregated Statistics.

(c) Passwords and Access Credentials. You are responsible for keeping your passwords and access credentials associated with the Cloud Services confidential and to manage your account according to the requirements set forth in the Documentation.

(d) Third-Party Products. The Cloud Services may permit access to Third-Party Products. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions. Do not install, access, or use such Third-Party Products if you do not accept their terms.

(e) Contact Information. You are responsible for providing us with correct contact information for your account, updated as necessary from time to time during the Term.

4. Service Levels and Support.

(a) Service Levels. Subject to your continued payment of all license and subscription fees applicable to your use of the Cloud Services, and subject to continued compliance with this Agreement by you and your Authorized Users, we shall use commercially reasonable efforts to make the Cloud Services available 24-hours a day, seven days a week, except for (i) planned downtime, where we will provide you with eight hours advance notice; and (ii) temporary unavailability resulting from circumstances beyond our reasonable control, in which instance we shall provide you with notice of such unavailability as soon as is reasonably practicable following such event.

5. Fees and Payment. If applicable, You shall pay us the fees ("**Fees**") in the amounts and in the manner set forth in applicable Order Forms.

6. Confidential Information. In connection with this Agreement and provision of the Cloud Services each party (as the "**Disclosing Party**") may disclose or make available Confidential Information to the other party (as the "**Receiving Party**"). As used herein, "**Confidential Information**" means information in any form or medium (whether oral, written, electronic, or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, in each case whether or not marked, designated, or otherwise identified as "confidential".

7. Privacy Policy. By accessing, using, and providing information to or through the Cloud Services, you acknowledge that you have reviewed and accepted the Cloud Services Privacy Policy, and you consent to all actions taken by us with respect to your information in compliance with the then-current version of such policy.

8. Intellectual Property Ownership; Feedback. As between you and us, (a) we own all right, title, and interest, including all intellectual property rights, in and to the Cloud Services and (b) you own all right, title, and interest, including all intellectual property rights, in and to Subscriber Data. If you or any of your employees, contractors, or agents ("**your representatives**") send or transmit any communications or materials to us suggesting or recommending changes to the Cloud Services, including without limitation, new features or functionality relating thereto, or including any comments, questions, suggestions, or the like ("**Feedback**"), we are free to use such Feedback irrespective of any other obligation or limitation between you and us governing such Feedback. All Feedback is and will be treated as non-confidential. You hereby assign to us on your behalf, and shall cause your representatives to assign to us on their behalf, all right, title, and interest in any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, without any attribution or compensation to you, your representatives, or any third party.

9. Limited Warranty and Warranty Disclaimer.

(a) We warrant that the Cloud Services will conform in all material respects to the Service Levels when accessed and used by you in accordance with the Documentation. We do not make any representations or guarantees regarding uptime or availability of the Cloud Services unless specifically identified in the Service Levels. The remedies set forth in the Service Levels are your sole remedies and our sole liability under the limited warranty set forth in this Section 9(a). THE FOREGOING WARRANTY DOES NOT APPLY, AND WE STRICTLY DISCLAIM, ALL WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCTS.

(b) Subscriber Warranty. You warrant that you own all right, title, and interest, including all intellectual property rights, in and to Subscriber Data and that both the Subscriber Data and your use of the Cloud Services are in compliance with this Agreement.

(c) EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 9(a) THE CLOUD SERVICES ARE PROVIDED "AS IS" AND WE SPECIFICALLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. WE SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

10. Indemnification.

(a) Provider Indemnification.

(i) We shall indemnify, defend, and hold harmless you from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees ("**Losses**"), incurred by you resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the Cloud Services, or any use of the Cloud Services in accordance with this Agreement, infringes or misappropriates such third party's US intellectual property rights, provided that you promptly notify us in writing of the Third-Party Claim, cooperate with us, and allow us sole authority to control the defense and settlement of such Third-Party Claim.

(ii) If such a Third-Party Claim is made or we reasonably anticipate such a Third-Party Claim will be made, you agree to permit us, at our sole discretion, to (A) modify or replace the Cloud Services, or component or part thereof, to make it non-infringing, or (B) obtain the right for you to continue use. If we determine that neither alternative is reasonably available, we may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to you. This Section 10(a)(ii) sets forth your sole remedies and our sole liability and obligation for any actual, threatened, or alleged Third-Party Claims that the Cloud Services infringe, misappropriate, or otherwise violate any intellectual property rights of any third party.

(iii) This Section 10(a) will not apply to the extent that any such Third-Party Claim arises from Subscriber Data, Third-Party Products, or from the use of the Cloud Services in combination with any products, content, services, information, websites, or other materials that we have not provided or authorized.

(b) Subscriber Indemnification. You shall indemnify, hold harmless, and, at our option, defend us and our officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all Losses arising from or relating to any Third-Party Claim (i) that the Subscriber Data, or any use of the Subscriber Data in accordance with this Agreement, infringes or misappropriates such third party's US intellectual property rights; or (ii) based on your negligence or willful misconduct or any Authorized User's negligence or willful misconduct or use of the Cloud Services in a manner not authorized by this Agreement; provided that you may not settle any Third-

Party Claim against us unless we consent to such settlement, and further provided that we will have the right, at our option, to defend against any such Third-Party Claim or to participate in the defense thereof by counsel of our own choice.

11. Limitations of Liability. IN NO EVENT WILL WE BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER WE WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL OUR AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO US UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR USD\$10,000, WHICHEVER IS GREATER. The exclusions and limitations in this Section 11 do not apply to the parties' obligations under Section 10.

12. Term and Termination.

(a) Term and Renewal. The term of this Agreement begins on the Effective Date and continues until the one-year anniversary of the Effective Date ("**Term**"). At the beginning of the initial Term, you will elect one of two options for renewal: (i) auto-renewal or (ii) a one-year term with automatic termination.

(i) Auto Renewal. If you elect auto-renewal this Agreement will automatically renew for successive one-year terms unless we elect to terminate this Agreement as provided herein, or you provide us with written notice of your intent not to renew at least 60-days prior to the expiration of the then current Term. Pricing for the Cloud Services for any renewal Term will be the same as pricing for the current Term, unless we have provided you with 60-days notice of a price increase; provided, that any such price increase shall not exceed the greater of 7% of the then current price or the rate of inflation determined as of the time of renewal.

(ii) One-Year Term. If you do not elect the auto-renewal option, the Term will automatically expire on the one-year anniversary of the effective date of the then current Term. If you do not elect the auto-renew option, you must provide us with written notice of your intent to renew this Agreement at least 60-days prior to the expiration of the then current Term. If you do not provide timely notice, this Agreement will automatically terminate upon expiration of the then current Term. Pricing for a new Term will be at the then current rates for our provision of the Cloud Services to new subscribers. If you do not elect to renew this Agreement, your access to the Cloud Services will be terminated and your ability to access stored Subscriber Data will be governed by the terms of this Agreement.

(b) Termination. In addition to any other express termination right set forth in this Agreement:

(i) We may terminate this Agreement, for any reason upon thirty (30) days' advance notice.

(ii) either party may terminate this Agreement, effective on written notice to the other party, if the other party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach; or

(iii) either party may terminate this Agreement, effective immediately upon written notice to the other party, if the other party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(c) Effect of Termination. Upon termination of your subscription for or access to the Cloud Services pursuant to this Section 12 or otherwise: (i) you and your Authorized Users must immediately discontinue all use of the Cloud Services; (ii) you must promptly pay all remaining amounts, if any, due and payable under the applicable Order Form(s); and (iii) we will cease providing the Cloud Services to you and your Authorized Users.

(d) Access to Subscriber Data. We will not delete Subscriber Data for a period of 60 days following termination (the "**Post -Termination Retention Period**"). During the Post-Termination Retention Period you may retrieve Subscriber Data only if you have paid all amount due under this Agreement. We will make the Subscriber Data available to you in a non-proprietary format and assist you with retrieval during the Post-Termination Retention Period. You agree to pay our reasonable expenses, on a time and materials basis, for the assistance we provide in assisting you with retrieval of the Subscriber Data. WE HAVE NO OBLIGATION TO MAINTAIN THE SUBSCRIBER DATA BEYOND THE POST-TERMINATION RETENTION PERIOD, AND WE MAY THEREAFTER DELETE THE SUBSCRIBER DATA, UNLESS LEGALLY PROHIBITED FROM DOING SO, OR UNLESS AN EXTENSION OF THE POST-TERMINATION RETENTION PERIOD IS AGREED TO. Upon your request and provided that you have paid all amounts due under this Agreement, we may agree to a reasonable extension of the Post-Termination Retention Period. If we are legally prevented from deleting the Subscriber Data beyond the Post-Termination Retention Period you agree to pay all costs associated with continued storage until the Subscriber Data is either deleted or retrieved by you.

(e) Survival. This Section 12(e), and any right, obligation, or required performance of the parties in this Agreement which, by its express terms or nature and context is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.

13. Modifications. You acknowledge and agree that we have the right, in our sole discretion, to modify this Agreement and the Cloud Services from time to time, and that changes to this Agreement become effective on posting to this page. You will be notified of changes to the Cloud Services when you first access the Cloud Services after such a change is made. You will be required to accept the changes to continue to use the Cloud Services. You are responsible for reviewing and becoming familiar with any such modifications. Your continued use of the Cloud Services after the effective date of the modifications will be deemed acceptance of the modified terms. Provider will use reasonable efforts to provide advance notice of modifications to the Cloud Services or this Agreement that Provider reasonably believes are material by placing a notice on the Avigilon.com website, notifying you through the Cloud Services, by sending you an email, or by some other means. Please check the Cloud Services Terms and Conditions page periodically for updates. Notwithstanding the foregoing, from time to time we may develop updates, upgrades, patches, bug fixes, or other modifications to improve the performance of the Cloud Services or for other purposes in our sole discretion (“**Updates**”). You agree that we may automatically install such Updates without providing any additional notice to you or receiving any additional consent from you.

14. Governing Law and Jurisdiction. This agreement is governed by and construed in accordance with the internal laws of the state of Delaware without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the state of Delaware. Any legal suit, action, or proceeding arising out of or related to this agreement or the rights granted hereunder will be instituted exclusively in the courts of the state of Delaware, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

15. Miscellaneous. This Agreement constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. Any notices to us must be sent to our corporate headquarters address at Box 378, #101-1001 West Broadway, Vancouver, Canada V6H 4E4, attention: Customer Service, and must be delivered either in person, by certified or registered mail, return receipt requested and postage prepaid, or by recognized overnight courier service, and are deemed given upon receipt by us. Notwithstanding the foregoing, you hereby consent to receiving electronic communications from us. These electronic communications may include notices about applicable fees and charges, transactional information, and other information concerning or related to the Cloud Services. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing. The invalidity, illegality, or unenforceability of any provision herein does not affect any other provision herein or the validity, legality, or enforceability of such provision in any other jurisdiction. Any failure to act by us with respect to a breach of this Agreement by you or others does not constitute a waiver and will not limit our rights with respect to such breach or any subsequent breaches. This Agreement is personal to you and may not be assigned or transferred for any reason whatsoever without our prior written consent and any action or conduct in violation of the foregoing will be void and without effect. We expressly reserve the right to assign this Agreement and to delegate any of its obligations hereunder.

ESRI Terms

1. ESRI OEM SOFTWARE. Notwithstanding any provisions herein to the contrary, the following provisions apply concerning the ESRI OEM Software.

1.1 The use of ESRI OEM Software is restricted to executable code.

1.2 The following are prohibited: (i) transfer of the OEM Software, except for a temporary transfer in the event of a computer malfunction; (ii) assignment, time-sharing, lend or lease, or rental of the OEM Software or use for commercial network services or interactive cable or remote processing services; and (iii) title to the OEM Software from passing to Customer or any other party.

1.3 Also prohibited are the reverse engineering, disassembly, or decompilation of the OEM Software and the duplication of the OEM Software, except for a single archival copy; reasonable Customer backup copies are permitted.

1.4 To the extent permitted by law, ESRI's liability is disclaimed for any damages, or loss of any kind, whether special, direct, indirect, incidental, or consequential, arising from the use of the OEM Software, including damages resulting from any ESRI provided Data (Data is not warranted) and damages resulting from use in High Risk Activities such as the operation of nuclear facilities, aircraft navigation or aircraft communications systems, air traffic control, life support, or weapon systems. ESRI specifically disclaims any express or implied warranty of fitness for High Risk Activities.

1.5 Upon termination of the contract, Customer agrees to certify in writing to Motorola that it has discontinued use and has destroyed or will return to Motorola all copies of the OEM Software and documentation.

1.6 Customer will fully comply with all relevant export laws and regulations of the United States to assure that the OEM Software, or any direct product thereof, is not exported, directly or indirectly, in violation of United States law.

1.7 Customer shall not remove or obscure any copyright, trademark notice, or restrictive legend.

1.8 In any sublicense to the United States Government, the OEM Software shall be provided with "Restricted Rights."

2. ESRI WARRANTY.

2.1 As to ESRI OEM Software, during the term of this Agreement ESRI represents and warrants the Software will substantially perform in conformance with the Specifications and its Documentation, provided the Software is used as specified in the Documentation, and will provide Updates, Upgrades, timely system releases, error corrections, and such improvements outlined in the ESRI life cycle maintenance policy. The foregoing warranties do not apply to

errors, defects, or nonconformities due to: a) misuse of the Software solely by the Customer; b) unauthorized modification of the Software by Customer; or c) failure of Customer to use compatible hardware and software as set forth in the specifications.

2.2. If included under this Agreement, the Data has been obtained from sources believed to be reliable, but its accuracy and completeness is not guaranteed. The Data may contain some nonconformities, defects, errors or omissions. ESRI and Motorola make no warranty with respect to the Data. Without limiting the generality of the preceding sentence, ESRI and Motorola do not warrant the Data will meet the Customer's needs or expectations, the use of Data will be uninterrupted, or that all nonconformities can or will be corrected. ESRI and Motorola are not inviting reliance on the Data, and Customer should always verify actual Data, including, but not limited to, map, spatial, raster and tabular information.

2.3. EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTIES, ESRI DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINTERFERENCE, SYSTEM INTEGRATION AND NON-INFRINGEMENT. ESRI DOES NOT WARRANT THAT THE DATA WILL MEET CUSTOMER'S NEEDS OR EXPECTATIONS, THE USE OF THE SAME WILL BE UNINTERRUPTED, OR THAT ALL NONCONFORMITIES CAN OR WILL BE CORRECTED.

2.4. Customer's exclusive remedy and ESRI's entire liability for breach of the limited warranties set forth herein shall be limited, at ESRI's sole discretion, to (a) replacement of any defective media; (b) repair, correction, or a work-around for the Software subject to the ESRI Support Services Policy, (c) return of the license fees paid for the Software, Data, or Documentation that does not meet ESRI's limited warranty, provided that Customer uninstalls, removes, and destroys all copies of the Software, Data, or Documentation and executes and delivers evidence of such de-installation and destruction to ESRI.

3. THIRD PARTY PROVIDED DOCUMENTATION. Non-Motorola authored documentation will be provided in the format available from the vendor and in accordance with the vendors distribution policy

MICROSOFT ON-PREMISE TERMS

1. SOFTWARE LICENSE. As to any Microsoft Products being furnished, the Microsoft software for those Microsoft Products is sublicensed to Licensee from Motorola pursuant to the Customer's Motorola Software License Agreement and is subject to the additional Microsoft End-User License Agreement terms.

2. CUSTOMER USERS. Notwithstanding any provisions herein to the contrary, the following provisions apply concerning the Microsoft Products. If Customer is acquiring from Motorola a Microsoft SQL Server and/or a Microsoft System Center Operations Manager, then Customer warrants 1) that the number of users that may access the System are correctly indicated in the Exhibits to this Agreement; 2) that Customer is not being licensed the SQL Server or Microsoft System Center Operations Manager under a license from Microsoft, but rather under a sublicense from Motorola' 3) that the copies of the referenced Microsoft Products it receives from Motorola do not entitle it to maintain on its computer systems any more copies of the

Microsoft Products than it previously licensed from Motorola or Microsoft; 4) that Customer possesses and will maintain sufficient quantities of fully valid Microsoft licenses to support the maximum number of users and/or devices that may access or use the System under the provisions of the End-User License Agreement, 5) that Microsoft will be an intended third party beneficiary of the End-User License Agreement, with the right to enforce the warranties and any other provisions of the End-User License Agreement provisions and to verify compliance of the End User with the same, 6) that Customer shall not run on a mirrored database server for more than 30 days without obtaining a SQL license for that server, 7) that the Customer grants permission for the disclosure of End-User information by Motorola as required in Motorola's Monthly royalty reports and ordering information reports to Microsoft, 8) that Microsoft does not transfer any ownership rights in any Product, and 9) that Motorola is solely responsible for providing technical support for the Microsoft Products.

3. LIMITATIONS. The rights granted in this Agreement with respect to Microsoft Products are subject to the following limitations: 1) Customer has no copyright interest in the Microsoft Products; 2) Customer may not rent, lease, lend or provide hosting services with the Products; 3) Customer may not reverse engineer, decompile or disassemble any Product; 4) Customer may not remove, modify or obscure any copyrights, trademarks or other proprietary right notices contained in the Products; and 5) The Microsoft Products are not designed or intended for use in any situation where failure or fault of the product could lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("High Risk Use"). Motorola's right to sublicense Microsoft Products excludes the right to use, or distribute the Microsoft Products for Customer's use in, or in conjunction with, High Risk Use, therefore, High Risk Use is strictly prohibited. High Risk use, by way of example, includes aircraft or other modes of human mass transportation, nuclear or chemical facilities, and Class III medical devices under the Federal Food, Drug and Cosmetic Act. Notwithstanding the foregoing, as long as PremierOne CAD is used in a manner for which it was designed and in accordance with the documentation provided, Motorola declares such use is not considered to be High Risk Use as defined by Microsoft.

4. MICROSOFT PRODUCTS WARRANTY. Notwithstanding any provisions herein to the contrary, the following provisions apply to the Microsoft Products:

4.1. Microsoft Products are not fault tolerant or free from errors, conflicts, interruptions or other imperfections. Performance may vary depending upon what hardware platform they are installed on, the interactions with other software applications and each product's configurations.

4.2. Microsoft Corporation is providing the Microsoft Products "as-is" with no warranty of any kind and disclaims all warranties, express and implied, to the maximum extent allowed by applicable law. Microsoft further disclaims any liability of Microsoft for any damages, whether direct, indirect incidental or consequential, as a result of the use or installation of the Products. Additionally, to the extent permitted under applicable law, Microsoft Corporation excludes for itself and its suppliers all warranties of any kind, including:

a. any warranties of title, non-infringement, merchantability and fitness for a particular purpose;

b. any implied warranty arising from course of dealing or usage of trade;

c. any common law duties relating to accuracy or lack of negligence with respect to the Microsoft Products, any Master Copy, and any Software Documentation; and

d. that the products will operate properly in connection with the System, the Motorola products or on any Customer system(s).

If applicable law gives Customer any implied warranties, guarantees or conditions despite the foregoing exclusion, those warranties will be limited to one year and Customer remedies will be limited to the maximum extent allowed by this Agreement.

5. THIRD PARTY PROVIDED DOCUMENTATION. Non-Motorola authored documentation will be provided in the format available from the vendor and in accordance with the vendors distribution policy.

ESRI ON-PREMISE TERMS

1. ESRI OEM SOFTWARE. Notwithstanding any provisions herein to the contrary, the following provisions apply concerning the ESRI OEM Software.

1.1 The use of ESRI OEM Software is restricted to executable code.

1.2 The following are prohibited: (i) transfer of the OEM Software, except for a temporary transfer in the event of a computer malfunction; (ii) assignment, time-sharing, lend or lease, or rental of the OEM Software or use for commercial network services or interactive cable or remote processing services; and (iii) title to the OEM Software from passing to Customer or any other party.

1.3 Also prohibited are the reverse engineering, disassembly, or decompilation of the OEM Software and the duplication of the OEM Software, except for a single archival copy; reasonable Customer backup copies are permitted.

1.4 To the extent permitted by law, ESRI's liability is disclaimed for any damages, or loss of any kind, whether special, direct, indirect, incidental, or consequential, arising from the use of the OEM Software, including damages resulting from any ESRI provided Data (Data is not warranted) and damages resulting from use in High Risk Activities such as the operation of nuclear facilities, aircraft navigation or aircraft communications systems, air traffic control, life support, or weapon systems. ESRI specifically disclaims any express or implied warranty of fitness for High Risk Activities.

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1.6 Customer will fully comply with all relevant export laws and regulations of the United States to assure that the OEM Software, or any direct product thereof, is not exported, directly or indirectly, in violation of United States law.

1.7 Customer shall not remove or obscure any copyright, trademark notice, or restrictive legend.

1.8 In any sublicense to the United States Government, the OEM Software shall be provided with "Restricted Rights."

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2.3. EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTIES, ESRI DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINTERFERENCE, SYSTEM INTEGRATION AND NON-INFRINGEMENT. ESRI DOES NOT WARRANT THAT THE DATA WILL MEET CUSTOMER'S NEEDS OR EXPECTATIONS, THE USE OF THE SAME WILL BE UNINTERRUPTED, OR THAT ALL NONCONFORMITIES CAN OR WILL BE CORRECTED.

2.4. Customer's exclusive remedy and ESRI's entire liability for breach of the limited warranties set forth herein shall be limited, at ESRI's sole discretion, to (a) replacement of any defective media; (b) repair, correction, or a work-around for the Software subject to the ESRI Support Services Policy, (c) return of the license fees paid for the Software, Data, or Documentation that does not meet ESRI's limited warranty, provided that Customer uninstalls, removes, and destroys all copies of the Software, Data, or Documentation and executes and delivers evidence of such de-installation and destruction to ESRI.

3. THIRD PARTY PROVIDED DOCUMENTATION. Non-Motorola authored documentation will be provided in the format available from the vendor and in accordance with the vendors distribution policy

ASCENSION PARISH SHERIFF'S OFFICE
PUBLIC NOTICE - INVITATION TO BID - COMMUNICATIONS EQUIPMENT, PARTS AND SERVICES

BID OPENING ON MONDAY, June 21, 2023 AT 10:00 A.M.

GENERAL INSTRUCTIONS

Please complete this form in its entirety and submit it with your bid proposal sheets in a sealed envelope marked "SEALED BID FOR COMMUNICATIONS EQUIPMENT, PARTS AND SERVICES".

You may choose to submit this same information online at www.centralbidding.com

Date June 21, 2023

Company Name Motorola Solutions

Company Phone # 337-319-8472 CompanyFax# 337-534-0207

E-Mail Contact Chance@motorolasolutions.com

Signature Chance Pelome

Title Sr. Account Executive

Address 117 Gatesmere Ct

City/State/Zip Lafayette, La 70508

Motorola Solutions, Inc.
1303 E. Algonquin Rd.
Schaumburg, IL 60196
USA

Tel. + 1 847 204 6671
Fax + 1 847 538 6020

June 21, 2023

Sheriff Bobby Webre
Ascension Parish Sheriff's Office
828 S Irma Blvd
Gonzales, La 70737

Re: Bid for Communications Equipment, Parts, and Services

Dear Sheriff Webre,

It is with great pleasure that Motorola Solutions submits this bid to supply communications equipment, parts and service. Motorola is an industry leader in providing best in class products and services within the public safety and first responder communities.

Enclosed in this response are documents for the following:

- Preconfigured radios required by Ascension Parish Sheriff's Office to operate on the Motorola P25 system within Ascension Parish

- Discounted APC list to provide other equipment, parts and services


- Terms & Conditions

- Addendum to 2021-2022 contract required by Ascension Parish Sheriff's Office which can be made a part of the 2022-2023 contract if so awarded to Motorola Solutions.

Finally, if allowed, Motorola would like to reserve the opportunity to add APCs for new products introduced during the contract period or delete APCs for products which might become obsolete during the contract period. Such additions would take place only once per three month period from signing of contract, if awarded.

Thank you for the opportunity and consideration.

Sincerely,



Vaughn Bourgeois
Manufacturer's Representative

Customer Quotation #:
 Quotation Date:
 Customer Name:
 Customer Contact:

STANDARD PRE-CONFIGURED PACKAGES FOR MOBILES AND PORTABLES
2023-24 CONTRACT
ASCENSION PARISH SHERIFF'S OFFICE
CHUCK CASSARD

EQUIPMENT DETAILS AND PRICING					
CONTRACT	ITEM	MODEL	DESCRIPTION	QTY	LIST PRICE
CATALOG NUMBER					
			APX4500 REMOTE MOUNT WITH ENHANCED FEATURES		
		M22URS9PW1BN	APX4500 ENHANCED 7/800 MHZ	1	\$ 4,472.29
		QA02756	ADD: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM	1	
		GA00804	ADD: APX O2 CONTROL HEAD	1	
		G444	ADD: APX CONTROL HEAD SOFTWARE	1	
		G24	ADD: 3Y ESSENTIAL SERVICE	1	
		W22	ADD: STD PALM MICROPHONE APX	1	
		G174	ADD: ANT 3DB LOW-PROFILE 762-870	1	
		W969	ADD: MULTIKEY	1	
		B18	ADD: AUXILIARY SPKR 7.5 WATT	1	
		G67	ADD: REMOTE MOUNT MP NO CH	1	
		G996	ADD: PROGRAMMING OVER P25 (OTAP)	1	
		GA00580	ADD: TDMA OPERATION	1	
		QA03399	ADD: ENHANCED DATA	1	
		GA09008	ADD: GROUP SERVICES	1	
		G193	ADD: ADP ONLY (NON-P25 CAP COMPLIANT)	1	
		GA09001	ADD: WI-FI CAPABILITY	1	
		GA09007	ADD: OUT OF THE BOX WI-FI PROVISIONING	1	
		GA00250	ADD: WIFI/GNSS FLEXIBLE CABLE LMR195	1	
		GA01576AB	ADD: SMA TO QMA ADAPTER	1	
			APX4500 DASH MOUNT WITH ENHANCED FEATURES		
		M22URS9PW1BN	APX4500 ENHANCED 7/800 MHZ	1	\$ 4,349.44
		QA02756	ADD: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM	1	
		GA00804	ADD: APX O2 CONTROL HEAD	1	
		G444	ADD: APX CONTROL HEAD SOFTWARE	1	
		G24	ADD: 3Y ESSENTIAL SERVICE	1	
		W22	ADD: STD PALM MICROPHONE APX	1	
		G174	ADD: ANT 3DB LOW-PROFILE 762-870	1	
		W969	ADD: MULTIKEY	1	
		B18	ADD: AUXILIARY SPKR 7.5 WATT	1	
		G66	ADD: DASH MOUNT O2 WWM	1	
		G996	ADD: PROGRAMMING OVER P25 (OTAP)	1	
		GA00580	ADD: TDMA OPERATION	1	
		QA03399	ADD: ENHANCED DATA	1	
		GA09008	ADD: GROUP SERVICES	1	
		G193	ADD: ADP ONLY (NON-P25 CAP COMPLIANT)	1	
		GA09001	ADD: WI-FI CAPABILITY	1	
		GA09007	ADD: OUT OF THE BOX WI-FI PROVISIONING	1	
		GA00250	ADD: WIFI/GNSS FLEXIBLE CABLE LMR195	1	
		GA01576AB	ADD: SMA TO QMA ADAPTER	1	
			APX4500 CONTROL STATION WITH ENHANCED FEATURES		
		M22URS9PW1BN	APX4500 ENHANCED 7/800 MHZ	1	\$ 4,597.09
		QA02756	ADD: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM	1	

Customer Quotation #:
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STANDARD PRE-CONFIGURED PACKAGES FOR MOBILES AND PORTABLES
2023-24 CONTRACT
ASCENSION PARISH SHERIFF'S OFFICE
CHUCK CASSARD

	GA00804	ADD: APX O2 CONTROL HEAD	1	
	G444	ADD: APX CONTROL HEAD SOFTWARE	1	
	G24	ADD: 3Y ESSENTIAL SERVICE	1	
	W382	ADD: CONTROL STATION DESK GCAI MIC	1	
	G174	ADD: ANT 3DB LOW-PROFILE 762-870	1	
	W969	ADD: MULTIKEY	1	
	G142	ADD: NO SPEAKER NEEDED	1	
	G66	ADD: DASH MOUNT O2 WWM	1	
	G996	ADD: PROGRAMMING OVER P25 (OTAP)	1	
	GA00580	ADD: TDMA OPERATION	1	
	QA03399	ADD: ENHANCED DATA	1	
	W665	ADD: CONTROL STATION OPERATION	1	
	G91AF	ADD: CNTRL STATION PWR SUPPLY	1	
	GA09008	ADD: GROUP SERVICES	1	
	G193	ADD: ADP ONLY (NON-P25 CAP COMPLIANT)	1	
	GA01579AB	ADD: COVERT WIFI GLASSMOUNT 2.4/5 GHZ	1	
	GA09001	ADD: WI-FI CAPABILITY	1	
	GA09007	ADD: OUT OF THE BOX WI-FI PROVISIONING	1	
	GA01576AB	ADD: SMA TO QMA ADAPTER	1	
		APX6500 03 CONTROL HEAD WITH ENHANCED FEATURES		
	M25URS9PW1BN	APX6500 7/800 MHZ MID POWER MOBILE	1	\$ 5,974.88
	G806	ADD: ASTRO DIGITAL CAI OPERATION	1	
	G51	ENH: SMARTZONE OPERATION APX6500	1	
	G361	ENH: P25 TRUNKING SOFTWARE APX	1	
	G78	ADD: 3Y ESSENTIAL SERVICE	1	
	G444	ADD: APX CONTROL HEAD SOFTWARE	1	
	G174	ADD: ANT 3DB LOW-PROFILE 762-870	1	
	G72	ADD: APX O3 HANDHELD CH	1	
	W969	ADD: MULTIPLE KEY ENCRYPTION OPERATION	1	
	G67	ADD: REMOTE MOUNT MID POWER	1	
	B18	ADD: AUXILIARY SPKR 7.5 WATT	1	
	G90	ADD: NO MICROPHONE NEEDED	1	
	G996	ENH: OVER THE AIR PROVISIONING	1	
	GA00580	ADD: TDMA OPERATION APX	1	
	QA03399	ADD: ENHANCED DATA	1	
	GA09008	ADD: GROUP SERVICES	1	
	G193	ADD: ADP ONLY (NON-P25 CAP COMPLIANT)	1	
	GA00250	ADD: WIFI/GNSS FLEXIBLE CABLE LMR195	1	
	GA09001	ADD: WI-FI CAPABILITY	1	
	GA09007	ADD: OUT OF THE BOX WI-FI PROVISIONING	1	
	GA01578AB	ADD: SMA TO QMA ADAPTER	1	
		APX6500 DASH MOUNT BASIC FEATURES		
	M25URS9PW1BN	APX6500 7/800 MHZ MID POWER MOBILE	1	\$ 4,700.88
	G996AS	ENH: OVER THE AIR PROVISIONING	1	
	G806	ADD: ASTRO DIGITAL CAI OPERATION	1	
	G51	ENH: SMARTZONE OPERATION APX6500	1	
	G361	ENH: P25 TRUNKING SOFTWARE APX	1	

Customer Quotation #:
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STANDARD PRE-CONFIGURED PACKAGES FOR MOBILES AND PORTABLES
2023-24 CONTRACT
ASCENSION PARISH SHERIFF'S OFFICE
CHUCK CASSARD

	G78	ADD: 3Y ESSENTIAL SERVICE	1	
	G444	ADD: APX CONTROL HEAD SOFTWARE	1	
	G174	ADD: ANT 3DB LOW-PROFILE 782-870	1	
	GA00804	ADD: APX O2 CONTROL HEAD	1	
	W969	ADD: MULTIPLE KEY ENCRYPTION OPERATION	1	
	G66	ADD: DASH MOUNT	1	
	B18	ADD: AUXILIARY SPKR 7.5 WATT	1	
	W22	ADD: STD PALM MICROPHONE APX	1	
	G193	ADD: ADP ONLY (NON-P25 CAP COMPLIANT)	1	
		APX6000 WITH ENHANCED FEATURES		
	H98UCH9PW7BN	APX6000 700/800 MODEL 3.5 PORTABLE	1	\$ 5,528.71
	Q806	ADD: ASTRO DIGITAL CAI OPERATION	1	
	H38	ADD: SMARTZONE OPERATION	1	
	Q361	ADD: P25 9600 BAUD TRUNKING	1	
	Q58	ADD: 3Y ESSENTIAL SERVICE	1	
	H889	ENH: MULTIKEY	1	
	QA05570	ALT: LI-ION IMPRES 2 IP68 3400 MAH	1	
	G998	ADD: PROGRAMMING OVER P25 (OTAP)	1	
	QA00580	ADD: TDMA OPERATION	1	
	QA03399	ADD: ENHANCED DATA	1	
	QA09001	ADD: WIFI CAPABILITY	1	
	QA09007	ADD: OUT OF THE BOX WIFI PROVISIONING	1	
	QA09008	ADD: GROUP SERVICES	1	
	Q667	ADD: ADP ONLY (NON-P25 CAP COMPLIANT)	1	
	PMMN4099CL	IP68 REMOTE SPEAKER MICROPHONE,3.5MM,UL	1	
	NNTN8880A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	1	
	PMLN7904A	LEATHER CARRY CASE WITH D-RINGS AND 2.75" SWIVEL BELT LOOP	1	
		APX6000 BASIC		
	H98UCF9PW6BN	APX6000 700/800 MODEL 2.5 PORTABLE	1	\$ 4,492.20
	Q806	ADD: ASTRO DIGITAL CAI OPERATION	1	
	H38	ADD: SMARTZONE OPERATION	1	
	Q361	ADD: P25 9600 BAUD TRUNKING	1	
	Q58	ADD: 3Y ESSENTIAL SERVICE	1	
	G998AU	ADD: PROGRAMMING OVER P25 (OTAP)	1	
	H889	ENH: MULTIKEY	1	
	QA05570	ALT: LI-ION IMPRES 2 IP68 3400 MAH	1	
	Q667	ADD: ADP ONLY (NON-P25 CAP COMPLIANT)	1	
	PMMN4099CL	IP68 REMOTE SPEAKER MICROPHONE,3.5MM,UL	1	
	NNTN8880A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	1	
	PMLN7904A	LEATHER CARRY CASE WITH D-RINGS AND 2.75" SWIVEL BELT LOOP	1	
		APX6000XE		
	H98UCF9PW6BN	APX6000 7/800 MHZ MODEL 2.5 PORTABLE	1	\$ 5,424.50
	QA02006	ENH: APX6000XE RUGGED RADIO	1	
	QA01427	ALT: IMPACT GREEN HOUSING	1	
	Q806	ADD: ASTRO DIGITAL CAI OPERATION	1	
	H38	ADD: SMARTZONE OPERATION	1	

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2023-24 CONTRACT
ASCENSION PARISH SHERIFF'S OFFICE
CHUCK CASSARD

	Q361	ADD: P25 9600 BAUD TRUNKING	1	
	Q58	ADD: 3 YEAR ESSENTIAL SERVICE	1	
	G996AU	ADD: PROGRAMMING OVER P25 (OTAP)	1	
	H869	ENH: MULTIKEY	1	
	Q667	ADD: ADP ONLY (NON-P25 CAP COMPLIANT)	1	
	QA09001	ADD: WIFI CAPABILITY	1	
	QA09007	ADD: OUT OF THE BOX WIFI PROVISIONING	1	
	NNTN8860	APX IMPRES CG SU APX7000 US	1	
	NNTN8575A	AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,IMPRES XE RSM XT CABLE GREEN	1	
	PMLN5659B	APX6000 CC 2.75 SWL BL 4200MAH	1	
		APX4000 BASIC		
	H51UCF9PW6 N	APX 4000 7/800 MHZ MODEL 2 PORTABLE	1	\$ 3,306.45
	QA02756	ENH: 3600 OR 9600 TRUNKING BAUD SIN	1	
	H885BK	ADD: 3 YEAR SERVICE FROM THE START LITE	1	
	QA02750	ALT: IMPRES LI-ION 2800MAH (PMNN4448)	1	
	H869	ENH: MULTIKEY	1	
	Q667	ADD: ADP ONLY (NON-P25 CAP COMPLIANT)	1	
	G996AZ	ADD: PROGRAMMING OVER P25 (OTAP)	1	
	PMMN4099	REMOTE SPEAKER MICROPHONE,IMPRES WINDPORTING RSM, IP55	1	
	PMPN4576	CHARGER, SINGLE-UNIT, IMPRES, 1.25A, 115VAC, US	1	
	PMLN7182A	APX2000/4000 TWO-KNOB,SWIVEL,LEATHER CARRY CASE	1	
		APX4500 DASH MOUNT WITH BASIC FEATURES		
	M22URS9PW1BN	APX4500 ENHANCED 7/800 MHZ	1	\$ 3,441.39
	QA02756	ADD: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM	1	
	GA00804	ADD: APX O2 CONTROL HEAD	1	
	G444	ADD: APX CONTROL HEAD SOFTWARE	1	
	G24	ADD: 3Y ESSENTIAL SERVICE	1	
	W22	ADD: STD PALM MICROPHONE APX	1	
	G174	ADD: ANT 3DB LOW-PROFILE 762-870	1	
	W969	ADD: MULTIKEY	1	
	B18	ADD: AUXILIARY SPKR 7.5 WATT	1	
	G66	ADD: DASH MOUNT O2 WWM	1	
	G183	ADD: ADP ONLY (NON-P25 CAP COMPLIANT)	1	
		ADD THE FOLLOWING OPTION(S) TO ANY RADIO CAPABLE PACKAGE		
	QA09001	ADD: WIFI CAPABILITY	1	\$ 214.50
	G996AZ	ADD: PROGRAMMING OVER P25 (OTAP)	1	\$ 71.50
	QA00580	ADD: TDMA OPERATION	1	\$ 321.75

Product Family Group Description	APC	WWAPC Description	Product Sub Family Description	Discount %
ASTRO SYSTEM INFRA	0000	D - Infrastructure	DEALER LOG CREDIT	0%
APX PORTABLE DEVICE	0001	PASSPORT MOBILE	PASSPORT MOBILE	0%
Cad_Records	0002	Situational Awareness Product	CommandCentral Aware Product	0%
ASTRO SYSTEM MAINTENANCE	0003	Field Services	SITE MAINTENANCE	0%
PCR	0004	AOBA MINNOW	AOBA	0%
ASTRO SYSTEM MAINTENANCE	0005	PR860	PR860	0%
ASTRO SYSTEM MAINTENANCE	0006	Astro Infrastructure Tech Support	ASTRO Dispatch	10%
PCR	0007	EVX S24	EVX S24	0%
PCR	0008	PASSPORT PORTABLE	PASSPORT PORTABLE	0%
PCR BUSINESS LIGHT	0009	CLP Products	CLP	0%
ASTRO SYSTEM INFRA	0010	Non LMR Continuing	VERTEX - MARINE RADIO	0%
TETRA SI	0011	TETRA SI 3rd Party	TETRA SI 3RD PARTY	0%
TETRA SI	0012	TETRA SI MOT	TETRA SI MOT MISC COSTS	0%
TETRA SI	0013	TETRA SI MOT	TETRA SI MOT RISK	0%
TETRA SI	0014	TETRA SI 3rd Party	TETRA SI LOCAL DROPSHIP	0%
XTS XTL OTHER	0015	PC_SPECIAL APPLICATIONS	DATA SOFTWARE-FIREGROUND	0%
PCR	0016	On-Prem Broadband - Infra	OPB Infra Software	0%
Cad_Records	0017	PremierOne CAD Delivery	PremierOne CAD Delivery Services	0%
PCR	0018	ELP	GUPPY	0%
A & E ACCESSORY	0019	ELM	MARLIN PM400	0%
Cad_Records	0020	PremierOne CAD 3rd Party	PSA 3RD PARTY HARDWARE SOFTWARE	0%
ASTRO MANAGED SERVICES	0021	Tetra Infrastructure Repair Services	TETRA Repair	0%
APX PORTABLE	0022	APX N70	APX N70	28%
EMERGING SOLUTIONS	0023	PCR Infrastructure Repair Services	PCR Repair	0%
APX PORTABLE DEVICE	0024	Solomons	SOLOMONS	0%
TETRA SYSTEM MAINTENANCE	0025	PERFORMANCE SERVICES	LTE Network Performance	0%
NONCORE	0026	3G PCMCIA MODEM	3G PCMCIA MODEM	0%
PCR	0027	ALPHA_L	ALPHA L	0%
ASTRO SYSTEM CONSOLES	0028	DATA SYSTEM DISC	DATA CARROT APC	0%
ASTRO SYSTEM CONSOLES	0029	DATA SYSTEM DISC	DATA MARGIN ADJUSTMENT	0%
ASTRO SUA	0030	Flex Cad Delivery	Flex CAD Delivery Services	10%
PCR SUA	0031	Digital Evidence Recurring	CommandCentral Social	0%
Cad_Records	0032	Digital Evidence Recurring	CommandCentral Vault	0%

LTE SYSTEM MAINTENANCE	0033	LTE Infrastructure Repair Services	LTE Repair	0%
OTHER SOFTWARE	0034	LTE SW Maint	LTE SUA Upgrade Operations	0%
PCR BUSINESS LIGHT	0035	MotoTalk	MOTOTALK (DAYTONA)	0%
ASTRO SYSTEM MAINTENANCE	0036	Panda	PANDA	0%
PCR	0037	Matrix Portable Display	NEO	0%
PCR	0038	Matrix Mobile	MORPHEUS	0%
LTE DEVICES	0039	Outsource Networks	OUTSOURCE NETWORKS	0%
PCR BUSINESS LIGHT	0040	MVX1000	MVX1000 IN CAR DIGITAL VIDEO	0%
LTE DEVICES	0041	STRYKER MOBILE	STRYKER MOBILE	0%
ASTRO SUA	0042	Astro SW Maint	Astro SUA Upgrade Operations	0%
ASTRO SUA	0043	Astro SW Maint	ASTRO SUA Field Services	0%
Cad_Records	0044	Tactical Modem	POD	0%
EMERGENCY CALL HANDLING	0045	Prince-Denali	Prince-Denali	0%
TETRA SYSTEM MAINTENANCE	0046	Tetra Infrastructure Tech Support	Tetra Infrastructure Tech Support	0%
PCR SYSTEM MAINTENANCE	0047	PCR Infrastructure Tech Support	PCR Infrastructure Tech Support	0%
EMERGENCY CALL HANDLING	0048	LTE Infrastructure Tech Support	LTE Infrastructure Tech Support	0%
EMERGENCY CALL HANDLING	0049	Motorola Push-to-Talk	MOTOROLA PUSH-TO-TALK	0%
Cad_Records	0050	Mobile Software	Mobile 3rd Party HW & SW	0%
LTE SYSTEM DROPSHIP	0051	LTE Core Sites	LTE SITES	10%
LTE SYSTEM DROPSHIP	0052	LTE Core Sites	LTE BTE	0%
LTE SYSTEM DROPSHIP	0053	LTE Core Components	MME SGW PGW	0%
LTE SYSTEM DROPSHIP	0054	LTE Core Components	LTE HSS PCRF	0%
LTE SYSTEM DROPSHIP	0055	LTE Core Components	L3 SWITCH ROUTERS	10%
LTE SYSTEM DROPSHIP	0056	LTE Core Components	DEVICE MANAGER	0%
LTE DEVICES	0057	VML Dongle	VEHICULAR MODEM	0%
LTE DEVICES	0058	VML Dongle	USB DONGLE	0%
LTE SYSTEM INFRA	0059	Broadband Applications	VOIP	0%
LTE SYSTEM DROPSHIP	0060	LTE Core Components	Deployable Core	10%
UNIFIED COMMS	0061	WaveOnCloud Product	Broadband PTT	0%
LTE SYSTEM DROPSHIP	0062	LTE Core Sites	LTE BACKHAUL	0%
LTE SYSTEM INFRA	0063	PSIG	PSIG	0%
LTE SI	0064	LTE HMP	LTE HMP	0%
LTE DEVICES	0065	STRYKER	STRYKER	0%
LTE SYSTEM DROPSHIP	0066	LTE Core Sites	LTE DROP SHIP	10%

LTE SYSTEM INFRA	0067	LTE Infrastructure	SHINNING RED	0%
Cad_Records	0068	MCCP	MCCP	0%
LTE SYSTEM INFRA	0069	LTE Infrastructure2	Broadband Core	0%
LTE SI	0070	LTE SMP	LTE SMP	0%
PCR BUSINESS LIGHT	0071	PMR Business Radio	DECT HIGH TIER	0%
PCR BUSINESS LIGHT	0072	PMR Business Radio	CONSUMER RADIOS 2	0%
PCR DEVICE MAINTENANCE	0073	PCR Devices Essential	PCR Device Essential	0%
NONCORE	0074	N2CS MODULES	D15 G18 G20	0%
ASTRO SYSTEM DROPSHIP	0075	Cambium Backhaul Equipment	WIRELESS VALLEY SOFTWARE	0%
ASTRO SYSTEM DROPSHIP	0076	Cambium Backhaul Equipment	WIRELESS VALLEY SERVICES	0%
LTE MANAGED SERVICES	0077	APPS and SW Management	Apps & SW Mgmt - Smart Public Safety Solutions	0%
TETRA SYSTEM DROPSHIP	0078	TETRA DROPSHIP	TETRA DROPSHIP	0%
Cad_Records	0079	Situational Awareness SI	Situational Awareness Delivery Services	0%
Cad_Records	0080	CommandCentral Aware Eq	CommandCentral Aware Eq.	0%
TETRA DEVICE MAINTENANCE	0081	Tetra Devices Essential	Tetra Device Comprehensive	0%
Cad_Records	0082	MACS	ICCS Delivery Services	0%
TETRA SUBS RCO	0083	Tetra Monte Plus	PROD_Sub_0083	0%
TETRA SUBS RCO	0084	Tetra Monte Plus	PROD_Sub_0084	0%
EMERGING SOLUTIONS	0085	PD_AandC PRODUCTS	SCADA	10%
Cad_Records	0086	Emergency Notification Solution	Emergency Notification Delivery Services	0%
PCR BUSINESS LIGHT	0087	Business Light equipment	SPIRIT	0%
TETRA SYSTEM MAINTENANCE	0088	Tetra System Essential & Advanced	Tetra System Essential	0%
PCR BUSINESS LIGHT	0089	Panda	Gobi Bear	0%
Cad_Records	0090	PremierOne Records Delivery	PremierOne Records Delivery Services	0%
TETRA SUA	0091	TETRA SMA & SUA	TETRA SUA	0%
LTE DEVICE MAINTENANCE	0092	LTE Devices Essential	LTE Device Comprehensive	0%
Cad_Records	0093	Flex Cad Recurring	Flex cad managed svcs	0%
Cad_Records	0094	PremierOne SaaS	NEXT GEN ICC	0%
Cad_Records	0095	Flex Records Recurring	Flex Records SaaS	0%
Cad_Records	0096	Situational Awareness	CommandCentral Aware Stream Svcs Mobile	0%
Cad_Records	0097	Flex Records Delivery	Flex Records Delivery Services	0%
UNIFIED COMMS	0098	Device Application Services	TETRA Device Application Services	0%
Cad_Records	0099	Flex Records Delivery	Flex Jail Delivery Services	0%
ASTRO SI	0100	SI SITE DESIGN	HSD	0%

ASTRO SI	0101	SI PASSTHROUGH_ET&S	350W VHF GTR	0%
ASTRO SYSTEM MAINTENANCE	0102	EMS Network Monitoring	TETRA Network Monitoring	0%
PCR	0103	WARIS MOBILE	WARIS MOBILE PLAIN	0%
ASTRO SYSTEM INFRA	0104	PREPAID FREIGHT	PREPAID FREIGHT	0%
PCR	0105	Reunion	Reunion	0%
ASTRO SYSTEM MAINTENANCE	0106	EMS Network Monitoring	PCR Network Monitoring	0%
ASTRO SYSTEM MAINTENANCE	0107	EMS Network Monitoring	LTE Network Monitoring	0%
APX PORTABLE DEVICE	0108	APX7000	APX7000L	0%
PCR	0109	WARIS MOBILE	WARIS MOBILE POPULAR	0%
PCR	0110	MANTA RAY INDIRECT	MIKOSHI RADIO	0%
TETRA LEGACY	0111	TETRA ATEX	TETRA MTP810 & 50	0%
ASTRO SYSTEM INFRA	0112	G-Series HW	G-SERIES HW	25%
PCR SYSTEM MAINTENANCE	0113	PCR System Essential & Advanced	PCR System Advanced	0%
LTE SYSTEM MAINTENANCE	0114	LTE Infrastructure Tech Support	LTE Dispatch	0%
ACCESSORY	0115	TWO WAY TRADITIONAL (Elgin DC)	COMMPORT	0%
EMERGENCY CALL HANDLING	0116	3rd Party 911 Svcs	G&PS VIDEO SOLUTION INTEGRATIO	0%
ASTRO SYSTEM INFRA	0117	FSA SW	FSA SW	0%
EMERGENCY CALL HANDLING	0118	E911 CONSOLES	E911 EMERGENCY SYSTEMS	10%
TETRA SUA	0119	TETRA SMA & SUA	Tetra SUA Upgrade Operations	0%
TETRA SUA	0120	TETRA SMA & SUA	TETRA SUA Field Services	0%
TETRA SUBS RCO	0121	TETRA BOROMIR PLUS FKP	TETRA MTP3550	0%
TETRA PORTABLE	0122	TETRA NEXTEX LKP	TETRA NEXTEX LKP	0%
TETRA PORTABLE	0123	TETRA NEXTEX FKP	TETRA NEXTEX FKP	0%
ASTRO SYSTEM CONSOLES	0124	Outsourced Consoles	COMMAND STAR & DESKSETS	10%
TETRA PORTABLE	0125	TETRA ARAGON Basic	TETRA MTP6550	0%
PCR	0126	Belize 800-900 Portable	Belize Trunking Portable	0%
ASTRO SI	0127	SI PASSTHROUGH_ET&S	SI OUTSOURCING	0%
ASTRO SI	0128	SI INSOURCING	SI INSOURCING	0%
ACCESSORY	0129	TWO WAY DROPSHIP ACCY	MISC DROPSHIP	0%
PCR	0130	TONGA Plus LKP DISPLAY	TONGA Plus	0%
ASTRO SYSTEM DROPSHIP	0131	MW Backhaul & Channel Banks & Freq Std	Microwave	10%
FIELD & RESPONSE REPORTING	0132	AW Pronto	Pronto Delivery Services	0%
PCR	0133	Beacon	BEACON	0%
PCR BUSINESS LIGHT	0134	CLS Products	CLS	0%

ASTRO SYSTEM DROPSHIP	0135	FREIGHT DROPSHIP	FREIGHT DROPSHIP	0%
PCR	0136	PAGING EQUIPMENT	MINITOR PRODUCTS	10%
ASTRO SYSTEM MAINTENANCE	0137	Encryption Products Astro	KMF	20%
Cad_Records	0138	CC Analytics Recurring	CommandCentral Anal/Pred/Tip	10%
EMERGENCY CALL HANDLING	0139	ECW Equipment	ECW Eq	0%
IDEN SYSTEM EQUIP	0140	3415_IDEN OUTSOURCED EQUIPMENT	MSO	0%
Cad_Records	0141	Records & Evidence SI	Digital Evidence Delivery Services	0%
APX PORTABLE	0142	APXNext Single	AMP Single Band	10%
PCR	0143	FREIGHT INDIRECT	FREIGHT INDIRECT	0%
Cad_Records	0144	Records & Evidence SI	Analytics Delivery Services	0%
NG911 SVCS	0145	Emergency Call Handling New Products	CC911 SaaS	0%
Cad_Records	0146	Common Services Delivery	Cloud Connect Services Delivery Services	0%
ASTRO SYSTEM INFRA	0147	IP Transport HW	IP TRANSPORT HW	15%
ASTRO SYSTEM DROPSHIP	0148	PT_RISK	PT RISK	0%
Cad_Records	0149	CommandCentral Inform	CommandCentral Inform	10%
PCR DEVICE MAINTENANCE	0150	PCR Devices Essential	PCR Device Comprehensive	0%
IDEN SYSTEM EQUIP	0151	3323 IDEN RFN	RFN	0%
ASTRO SYSTEM DROPSHIP	0152	PT_OUTSOURCED STATION ACCESS	PT TRUNKED INTERCON MBX	0%
ASTRO SYSTEM INFRA	0153	ASTRO 25 Data Devices	HPD MODEM	0%
PCR	0154	Fixed Other	DESKTRAC CONVENTIONAL	0%
EMERGENCY CALL HANDLING	0155	NG911 Integration Services	VESTA 911 Delivery Services	0%
PCR	0156	On-Prem Broadband - Infra	OPBB Equipment	0%
TETRA PORTABLE	0157	TETRA COVERT	TETRA MTP750	0%
PCR BUSINESS LIGHT	0158	NOME	XTN MOC	0%
PCR	0159	OYSTER	PM1200	0%
EMERGING SOLUTIONS	0160	PD_IRRIGATION	Emerging Solutions DS	0%
NGCS	0161	NGCS SI	VESTA Router Delivery Services	0%
Cad_Records	0162	Common Services Recurring	Misc Commons Svcs Managed Svcs	0%
XTS XTL OTHER	0163	FREIGHT SUBSCRIBER	FREIGHT SUBSCRIBER	0%
PCR	0164	VX 264	VX 264	0%
PCR BUSINESS LIGHT	0165	TLKR	CONSUMER RADIOS (MID)	0%
UNIFIED COMMS	0166	Unified Communications New Products	WAVE ON Premise Delivery Services	0%
Cad_Records	0167	Common Services Recurring	Misc Common Svcs SaaS	0%
UNIFIED COMMS	0168	Unified Comms Delivery	Kodiak Delivery Services	0%

PCR	0169	PAGING EQUIPMENT	ONE-WAY PAGING PRODUCTS	0%
LTE DEVICES	0170	Laptops	MW810 MOUNTING GEAR	0%
LTE DEVICES	0171	Cascade-LEXL10	Cascade-LEXL10	0%
Cad_Records	0172	Flex Cad Delivery	SW Consulting Services	0%
Cad_Records	0173	Flex Cad Recurring	Flex CAD Support Services	0%
PCR	0174	PR860	YODA GP300	0%
PCR BUSINESS LIGHT	0175	TLKR	CONSUMER RADIOS (HIGH)	0%
APX PORTABLE	0176	APXNext Multi	APX DMS Promo	0%
AVIGILON	0177	Avigilon Cameras	Avigilon Cameras	10%
AVIGILON	0178	Avigilon Hardware Solutions	Avigilon Hardware Solutions	10%
AVIGILON	0179	Avigilon Software Solutions	Avigilon Software Solutions	5%
VIDEO SOFTWARE	0180	Avigilon Access Control	Avigilon Access Control	5%
AVIGILON	0181	Avigilon Patent	Avigilon Patent	5%
PCR BUSINESS LIGHT	0182	NOME	EMEA CONSUMER ELB	0%
ASTRO SYSTEM DROPSHIP	0183	AFTERMARKET SITE EQUIPMENT	Distributed Antenna Systems	10%
Cad_Records	0184	Situational Awareness	Situational Awareness Support Services	0%
ASTRO DEVICE MAINTENANCE	0185	Astro Devices Essential	Astro Device Essential	0%
PCR BUSINESS LIGHT	0186	Business Light equipment	Mozart	0%
ACCESSORY	0187	TWO WAY DROPSHIP ACCY	PORTABLE ACCESSORIES DROPSHIP	28%
PCR	0188	Beacon	P110 YODA LITE	0%
ACCESSORY	0189	TWO WAY DROPSHIP ACCY	MOBILE ACCESSORIES	28%
Cad_Records	0190	MACS	ICCS Support Services	0%
XTS XTL OTHER	0191	PC_CLEAR SABER	MTX810 PRIVACY PLUS	0%
PCR BUSINESS LIGHT	0192	Business Light equipment	DLRx	0%
TETRA SYSTEM SWITCHES	0193	TETRA DIPC	TETRA DIPC	0%
Cad_Records	0194	Emergency Notification Solutions	Emergency Notification Support Services	0%
ASTRO SYSTEM INFRA	0195	INFRASTRUCTURE UPGRADE	INFRASTRUCTURE SOFTWARE	0%
Cad_Records	0196	Flex Records Recurring	Flex Records Support Services	0%
Cad_Records	0197	Flex Records Recurring	Flex Jail Support Services	0%
LTE MANAGED SERVICES	0198	APPS and SW Management	Apps & SW Mgmt - Shared Operations	0%
TETRA MANAGED SERVICES	0199	Tetra System Premier	Tetra System Premier	0%
ASTRO SYSTEM INFRA	0200	D - Infrastructure	DELIVERY	0%
XTS XTL OTHER	0201	KVL	KVL II	10%
ASTRO SYSTEM CONSOLES	0202	CONTROL CENTERS	MCD 5000 Deskset	20%

PCR	0203	Bali Mobile Radio	Bali 800 900MHz	0%
XTS XTL OTHER	0204	RENEGADE PT_MCS2000	RENAISSANCE OPEN	0%
XTS XTL OTHER	0205	XTS2500 STINGRAY	XTS2500 7 800	0%
ASTRO DEVICE MAINTENANCE	0206	Astro Demand and Local Device Repair	Local Device Repair	0%
ASTRO SYSTEM DROPSHIP	0207	Site Equipment	Site Equipment	10%
ASTRO SI	0208	SI PROJECT MANAGEMENT LABOR	SI PROJECT MANAGEMENT LABOR	0%
ASTRO SYSTEM MAINTENANCE	0209	System Installation Services	System Installation	0%
FIELD & RESPONSE REPORTING	0210	AW Pronto	Pronto Support Services	0%
Cad_Records	0211	Common Services Recurring	Cloud Connect Support	0%
ASTRO SYSTEM INFRA	0212	Encryption Products Astro	PKI Solution	0%
EMERGENCY CALL HANDLING	0213	NG911 VESTA Managed Services	VESTA 911 Support Services	0%
EMERGING SOLUTIONS	0214	PD_AandC PRODUCTS	MOSCAD	12%
NGCS	0215	Vesta Router Recurring	VESTA Router Support Services	0%
PCR	0216	MOTOTRBO PC APPs	MOTOROLA APPLICATIONS	0%
Cad_Records	0217	Common Services Recurring	LMS 3rd party svcs	0%
ASTRO SYSTEM DROPSHIP	0218	Cambium Backhaul Equipment	Cambium - PTP Orthogon License	0%
ASTRO DEVICE MAINTENANCE	0219	G&PS DEVICE & ASSET MANAGEMENT	ASSET & CONFIGURATION MGMT	0%
UNIFIED COMMS	0220	Unified Communications New Products	Critical Connect Support Services	0%
XTS XTL OTHER	0221	SPECTRA PHASEOUT	CLEAR SPECTRA LO MID C	0%
ASTRO SYSTEM INFRA	0222	Astro 25 Data Solutions	PDG SOFTWARE	10%
UNIFIED COMMS	0223	Kodiak Recurring	Kodiak Support Services	0%
ASTRO SYSTEM DROPSHIP	0224	Cambium Backhaul Equipment	Cambium - PTP Orthogon Unlicen	0%
ASTRO SYSTEM INFRA	0225	QUANTAR_QUANTRO ANAL	QTAR QTAR RCVR 6809 TRNK	0%
ASTRO SYSTEM INFRA	0226	INTEROPERABILITY SOLUTIONS	INTEROPERABILITY SOLUTIONS	0%
NG911 SVCS	0227	Emergency Call Handling New Products	Call Handling Managed Services	0%
ASTRO SYSTEM CONSOLES	0228	CONTROL CENTERS	CENTRACOM SERIES II	10%
ASTRO SYSTEM CONSOLES	0229	Console Accessories	Logging and Furniture	10%
TETRA MOBILE	0230	TETRA BOSAI MOBILE	TETRA BOSAI MOBILE	0%
ASTRO SYSTEM MAINTENANCE	0231	Astro Infrastructure Tech Support	3rd Party Case Support	0%
UNIFIED COMMS	0232	Intelligent MiddleWare	MOTO LOCATOR	0%
PCR SUA	0233	PCR SW Maintenance	PCR SMA	0%
PCR SUA	0234	PCR SW Maintenance	PCR SUA	0%
Cad_Records	0235	Emergency Notification Solutions	Emergency Notification Managed Services	0%
NG911 SVCS	0236	Emergency Call Handling New Products	Call Handling SaaS	0%

FIELD & RESPONSE REPORTING	0237	AW Pronto	Pronto Managed Services	0%
Cad_Records	0238	Common Services Recurring	Cloud Connect Services Managed Services	0%
PCR	0239	Legacy Vertex	VERTEX LMR MOBILES	0%
PCR	0240	Fixed Other	C100 BASE STATION CONTR	0%
EMERGENCY CALL HANDLING	0241	ECW Support Services	CallWorks Managed Services	0%
NONCORE	0242	IDEN MODEM	SYMBOL ASTERIX	0%
ASTRO SYSTEM INFRA	0243	D - Infrastructure	QUANTAR QUANTRO ASTRO RP	0%
ASTRO SYSTEM CONSOLES	0244	CONTROL CENTERS	MCC 7500e	10%
ACCESSORY	0245	BUSINESS LIGHT ACCY	EMEA ACCY (B2B)	0%
PCR	0246	ALPHA	ALPHA II	0%
NONCORE	0247	N2CS F Phones	MIINS	0%
EMERGENCY CALL HANDLING	0248	NG911 VESTA Managed Services	VESTA 911 Managed Services	0%
NGCS	0249	Vesta Router Recurring	VESTA Router Managed Services	0%
Cad_Records	0250	Common Services Delivery	LMS Delivery Service	0%
NONCORE	0251	MIINS	MIINS	0%
Cad_Records	0252	PremierOne CAD Recurring	PremierOne CAD SaaS	0%
Cad_Records	0253	Flex Cad Recurring	Flex CAD SaaS	0%
Cad_Records	0254	MACS	ICCS SaaS	0%
Cad_Records	0255	Emergency Notification Solutions	Emergency Notification SaaS	0%
XTS XTL OTHER	0256	PC_SABER ACCESSORIES	SABER ASTRO ACCY	0%
FIELD & RESPONSE REPORTING	0257	AW Pronto	Pronto SaaS	0%
Cad_Records	0258	CC Analytics Recurring	Analytics SaaS	0%
Cad_Records	0259	Situational Awareness	Community Engagement SaaS	5%
LTE SUA	0260	LTE SW Maint	LTE SUA Field Services	0%
PARTS	0261	REPLACEMENT PARTS 2-WAY	SERVICE AIDS SHOP SUPPLIES	10%
ASTRO SYSTEM DROPSHIP	0262	Towers	TOWERS	10%
Cad_Records	0263	Common Services Recurring	Cloud Connect Services SaaS	0%
EMERGENCY CALL HANDLING	0264	NG911 VESTA Managed Services	VESTA 911 SaaS	0%
ASTRO SYSTEM MAINTENANCE	0265	PtP Service	PTP Service	0%
NGCS	0266	Vesta Router Recurring	VESTA Router SaaS	0%
Cad_Records	0267	PremierOne CAD Recurring	PremierOne CAD 3rd Party Services	0%
Cad_Records	0268	Flex Cad Recurring	Flex CAD 3rd Party Services	0%
PARTS	0269	REPLACEMENT PARTS 2-WAY	LATIN AMERICA PARTS	0%
XTS XTL OTHER	0270	XTS2500 Rebanding	XTS2500 REBANDING	0%

ACCESSORY	0271	TWO WAY TRADITIONAL (Elgin DC)	CARRY CASES	28%
PARTS	0272	REPLACEMENT PARTS 2-WAY	RNSG INFRA MANUFACTURED	0%
ASTRO SYSTEM INFRA	0273	Comparators Legacy	DIGITAC COMPARATOR	0%
ASTRO SYSTEM INFRA	0274	Encryption Products Astro	OEM CryptR Micro	0%
EMERGING SOLUTIONS	0275	Mission Critical IOT	MC-EDGE	10%
XTS XTL OTHER	0276	Millennium Mobile	XTL5000 CONSOLETTTE	0%
ASTRO SYSTEM INFRA	0277	SmartX	SMARTX	0%
PCR	0278	Bermuda Portable	Bermuda Portable	0%
FIELD & RESPONSE REPORTING	0279	Gridstone	Gridstone SaaS	0%
ASTRO SYSTEM INFRA	0280	DATA BASE STATION SMARTZONE	SMARTZONE CONTROLLER	0%
ASTRO SYSTEM INFRA	0281	DATA BASE STATION SMARTZONE	SMARTZONE MANAGER	0%
ASTRO SYSTEM DROPSHIP	0282	Cambium Backhaul Equipment	HF-SSB BUY-IN PRODUCTS	0%
Cad_Records	0283	Emergency Notification Solutions	Emergency Notification 3rd Party Services	0%
NONCORE	0284	IDEN MODEM	IDEN MODEM	0%
ASTRO SI	0285	Astro SI Training	Infrastructure Training	0%
ASTRO SI	0286	Astro SI Training	SI CUSTOMER TRAINING	0%
APX PORTABLE	0287	APX N50	APX N50	28%
ASTRO SYSTEM INFRA	0288	PT_RISK	ALTERNATIVE CHANNEL ENGR SERVI	0%
EMERGENCY CALL HANDLING	0289	Call Handling SI Delivery Service	Emergency Call Handling New Products Delivery Service	0%
ASTRO SYSTEM MAINTENANCE	0290	Local Operational Support Services	WARRANTY WRAP	0%
ACCESSORY	0291	TWO WAY DROPSHIP ACCY	MOBILE DROPSHIP	28%
ASTRO SYSTEM DROPSHIP	0292	DROPSHIP Standardization_System Discount	DROPSHIP MARGIN ADJUSTMENT	0%
ASTRO DEVICE MAINTENANCE	0293	Astro Demand and Local Device Repair	Device Diagnostics	0%
PCR DEVICE MAINTENANCE	0294	PCR Devices Essential	PCR Device SFS Lite	0%
ASTRO SYSTEM MAINTENANCE	0295	HW Maintenance Video	Video Essential	0%
Cad_Records	0296	Flex Records Recurring	Flex Records 3rd Party Services	0%
Cad_Records	0297	PremierOne Records Product	RECORDS MGMT SOFTWARE	0%
ASTRO SYSTEM MAINTENANCE	0298	Astro System Essential	Astro System Essential	0%
NONCORE	0299	N2CS MODULES	TELEMATICS AFTER MARKET	0%
PCR	0300	ELM	ELM	0%
PCR	0301	On-Prem Broadband - Device	Breckenridge	0%
TETRA SYSTEM SWITCHES	0302	TETRA DIPM	TETRA DIPM	0%
IDEN SYSTEM EQUIP	0303	3378_IDEN MSO IPL SOFTWARE	IPL	0%
PARTS	0304	Subscriber SW Upgrades	SUBSCRIBER SW UPGRADES	0%

APX PORTABLE	0305	APX4000XH	APX4000XH	15%
ASTRO SI	0306	SI SITE DESIGN	SI SITE DESIGN	0%
PCR	0307	Fixed Other	MX800	0%
ASTRO SI	0308	SI SYSTEMS RISK	SYSTEMS INTEGRATION SYSTEM DIS	0%
ASTRO SI	0309	SI SYSTEMS RISK	SYSTEMS INTEGRATION STANDARDIZ	0%
XTS XTL OTHER	0310	XTS5000	ASTRO SABER TRUNKED	0%
Cad_Records	0311	Flex Records Recurring	Flex Jail 3rd Party Services	0%
PCR	0312	Legacy Vertex	VERTEX LMR ACCESSORIES	0%
FIELD & RESPONSE REPORTING	0313	AW Pronto	Pronto 3rd Party Services	0%
NG911 SVCS	0314	Emergency Call Handling New Products	Emergency Call Handling New Products SaaS	0%
Cad_Records	0315	PremierOne Records Recurring	PremiereOne Records SaaS	0%
ASTRO SYSTEM INFRA	0316	Infrastructure Pricing Adjustments	INFRASTRUCTURE SYSTEM DISC APC	0%
Cad_Records	0317	Common Services Recurring	Suite SaaS	0%
ASTRO SYSTEM INFRA	0318	Infrastructure Pricing Adjustments	INFRASTRUCTURE MARGIN ADJ	0%
FIELD & RESPONSE REPORTING	0319	Gridstone	Gridstone Managed Services	0%
XTS XTL OTHER	0320	XTS5000	XTS5000 UHF VHF	0%
EMERGENCY CALL HANDLING	0321	3rd Party 911 Svcs	CallWorks 3rd Party Services	0%
ASTRO SYSTEM CONSOLES	0322	Outsourced Consoles	CML CONSOLE MCC5500	10%
EMERGENCY CALL HANDLING	0323	NG911 VESTA Managed Services	VESTA 911 3rd Party Services	0%
NGCS	0324	Vesta Router Recurring	VESTA Router 3rd Party Services	0%
NONCORE	0325	MIINS	MIINS	0%
XTS XTL OTHER	0326	COSMO PT_ASTRO XTS	ASTRO XTS3000 TRUNKED	0%
Cad_Records	0327	Mobile Delivery Service	Mobile Delivery Services	0%
ASTRO SYSTEM CONSOLES	0328	CONTROL CENTERS	CENTRACM II ELECT SP	0%
ASTRO SYSTEM DROPSHIP	0329	Buildings & Sites on Wheels	MSI Stnd Bldg	10%
Cad_Records	0330	PremierOne CAD Product	CORRECTIONS MGMT SOFTWARE	0%
Cad_Records	0331	Common Services Delivery	Suite Deployment	0%
ASTRO SUBS SOFTWARE	0332	PC_SOFTWARE SALES	CONV FLASHPORT SUBSCR	0%
Cad_Records	0333	PremierOne CAD Product	PREMIER CAD SOFTWARE	0%
Cad_Records	0334	Flex Records Recurring	Flex Jail SaaS	0%
OTHER SOFTWARE	0335	Software Allocations	Software Services BGM Allo	0%
Cad_Records	0336	Mobile Recurring	Mobile Managed Services	0%
FIELD & RESPONSE REPORTING	0337	Gridstone	Gridstone Support Services	0%
FIELD & RESPONSE REPORTING	0338	Gridstone	Gridstone Delivery Services	0%

TETRA SI	0339	Tetra SI Training	TETRA SI TRAINING	0%
NON TRADITIONAL SI	0340	MTA Software Maintenance	MTA Software Maintenance	0%
PCR	0341	Fulcrum	Fulcrum	0%
EMERGING SOLUTIONS	0342	PD_AandC PRODUCTS	ALARM AND CONTROL SYSTEM	10%
LTE DEVICES	0343	Laptops	PRIV LABELED MOBILE COMPUTERS	0%
TETRA SYSTEM BASE STATIONS	0344	TETRA MTS1	TETRA MTS1	0%
PCR BUSINESS LIGHT	0345	PMR Business Radio	LOW TIER BUSINESS RADIO	0%
UNIFIED COMMS	0346	Wave BB PTT 3K	MOTOTRBO Anywhere Gateway	0%
IDEN SYSTEM EQUIP	0347	PRIVATE IDEN 900 MHZ SUBSCRIBER	RADIO PRODUCTS	0%
ASTRO MANAGED SERVICES	0348	Astro System Premier	Astro System Premier	0%
EMERGENCY CALL HANDLING	0349	NG911 Integration Services	NG911 Integration Services	0%
EMERGENCY CALL HANDLING	0350	NG911 VESTA Managed Services	NG911 VESTA Managed Services	0%
ASTRO SYSTEM DROPSHIP	0351	Site Equipment	RF Antenna and TX Line	10%
EMERGENCY CALL HANDLING	0352	NG911 VESTA Product	NG911 VESTA Product	0%
Cad_Records	0353	Emergency Notification Solution	Notification Solutions Product	0%
ASTRO SYSTEM CONSOLES	0354	MotoConsole Product	MotoConsole Product	0%
XTS XTL OTHER	0355	XTS2000	XTS2000	0%
UNIFIED COMMS	0356	Wave BB PTT 3K	MOTOTRBO Anywhere Licenses	0%
FIELD & RESPONSE REPORTING	0357	Gridstone	Gridstone MSI Software Licenses	0%
ASTRO SYSTEM INFRA	0358	IP Transport SW	IP TRANSPORT SW	0%
ASTRO MANAGED SERVICES	0359	MotoConsole Support Svcs	MotoConsole Support Svcs	0%
ASTRO MANAGED SERVICES	0360	Cirrus	Cirrus Subscriptions	20%
LTE SYSTEM MAINTENANCE	0361	LTE System Essential & Advanced	LTE System Essential	0%
PARTS	0362	REPLACEMENT PARTS 2-WAY	RPG LOW MID HIGH SRCD	28%
EMERGENCY CALL HANDLING	0363	Call Handling SW Product	Call Handling 3rd Party HW & SW	0%
ASTRO MANAGED SERVICES	0364	P25 VESTA Managed Services	P25 VESTA Managed Services	0%
ASTRO SI	0365	P25 VESTA Integration Services	P25 VESTA Integration Services	0%
ASTRO SYSTEM INFRA	0366	P25 VESTA Product	P25 VESTA Product	0%
Cad_Records	0367	Flex Cad SW	Flex CAD MSI Software Licenses	0%
Cad_Records	0368	Situational Awareness Product	Situational Awareness MSI Software Licenses	0%
Cad_Records	0369	MACS	ICCS MSI Software Licenses	0%
Cad_Records	0370	PremierOne CAD Delivery	NETRMS	0%
PARTS	0371	REPLACEMENT PARTS 2-WAY	RADIO SUBSCRIPTION SOFTW	28%
ACCESSORY	0372	TWO WAY TRADITIONAL (Elgin DC)	SPEAKER MICROPHONES	0%

ASTRO SYSTEM MAINTENANCE	0373	Astro System Advanced	Astro System Advanced	0%
XTS XTL OTHER	0374	PC_ASTRO SPECTRA MOBILE	ASTRO CONSOLETTTE	0%
LTE SYSTEM INFRA	0375	LTE Infra Allocations	Broadband Core Allocations	0%
PCR	0376	Andorra Amazon LKP	Andorra Amazon LKP	0%
ASTRO SYSTEM INFRA	0377	Site Controllers Legacy	MTC CONTROLLERS	0%
LTE DEVICES	0378	MVX1000	AIRMOBILE	0%
PCR BUSINESS LIGHT	0379	Renoir	Renoir	0%
FIELD & RESPONSE REPORTING	0380	AW Pronto	Airwave Pronto	0%
ASTRO SYSTEM INFRA	0381	D - Infrastructure	WNG RNC SW	0%
ASTRO SYSTEM INFRA	0382	NFM SW	NFM SW	0%
Cad_Records	0383	Emergency Notification Solution	Emergency Notification MSI Software Licenses	0%
TETRA PORTABLE	0384	TETRA ARAGON Premium	TETRA MTP6750	0%
Cad_Records	0385	Flex Records SW	Flex Records MSI Software Licenses	0%
ASTRO DEVICE MAINTENANCE	0386	Astro Demand and Local Device Repair	Repair Bank	0%
ASTRO SI	0387	Consoles SI	Consoles SI	0%
NONCORE	0388	MIINS	MIINS	0%
Cad_Records	0389	Flex Records SW	Flex Jail MSI Software Licenses	0%
ASTRO SYSTEM MAINTENANCE	0390	Field Services	System Management	0%
IDEN SYSTEM EQUIP	0391	PRIVATE IDEN 900 MHZ SUBSCRIBER	RADIO PRODUCTS	0%
ASTRO SI	0392	SI PROJECT MANAGEMENT LABOR	ASIA DROPSHIP	0%
ASTRO SYSTEM MAINTENANCE	0393	Field Services	Contract Administration	0%
LTE MANAGED SERVICES	0394	LTE LMR As a Service	LTE LMR aaS	0%
ASTRO DEVICE MAINTENANCE	0395	Astro Devices Essential	ASTRO Device Comprehensive	0%
FIELD & RESPONSE REPORTING	0396	AW Pronto	Pronto MSI Software Licenses	0%
Cad_Records	0397	Common Services Product	Cloud Connect Services MSI Software Licenses	0%
TETRA SYSTEM BASE STATIONS	0398	TETRA MTS2	TETRA MTS2	0%
EMERGENCY CALL HANDLING	0399	NG911 VESTA Product	VESTA 911 MSI Software Licenses	0%
Cad_Records	0400	Common Services Recurring	Misc 3rd Party	0%
PCR	0401	Digital Kani Portable	DIGITAL KANI PORTABLE	0%
PCR	0402	Belize Full Keypad Disp Portable	HT1000 GP900	0%
ASTRO SYSTEM INFRA	0403	D - Infrastructure	WNG RNC HW	0%
ASTRO SYSTEM CONSOLES	0404	CONTROL CENTERS	GOLD SERIES ELITE & MGEG	0%
ASTRO SYSTEM INFRA	0405	K Core	K Core	10%
XTS XTL OTHER	0406	KVL	PRO SMARTZONE	0%

XTS XTL OTHER	0407	XTS2500 STINGRAY	XTS2500 UHF VHF	0%
NONCORE	0408	N2CS MODULES	BT HANDSET ACP BMW	0%
TETRA PORTABLE	0409	TETRA BOROMIR LKP	TETRA MTP3100 & 200	0%
XTS XTL OTHER	0410	FREIGHT OTHER	PREPAID FREIGHT	0%
ASTRO PORTABLE DEVICES	0411	VX P949	VX P949	0%
XTS XTL OTHER	0412	PC_ASTRO SPECTRA MOBILE	CONV ASTRO SPECTRA	0%
Cad_Records	0413	Mobile Recurring	Mobile SaaS	0%
ACCESSORY	0414	TWO WAY TRADITIONAL	VISAR ACCY	28%
ASTRO SYSTEM DROPSHIP	0415	TEST EQUIPMENT	Test Equipment	15%
UNIFIED COMMS	0416	Critical Connect Product	Critical Connect MSI Software Licenses	0%
ASTRO SYSTEM DROPSHIP	0417	AFTERMARKET SITE EQUIPMENT	RESALE FIXED ACCESS AFTMKT	0%
NONCORE	0418	N2CS MODULES	FUZE	0%
ASTRO SUA	0419	Astro SW Maint	UNS SMA	0%
PCR	0420	EVX 261	EVX 261	0%
PCR	0421	MOTOTRBO PC APPs	APPLICATION PARTNER PROGRAMS	0%
PCR	0422	Repeater SW Upgrades	REPEATER SW UPGRADES	0%
ASTRO MANAGED SERVICES	0423	Astro LMR As a Service	AZ Multi-Site Airtime System	0%
ASTRO SYSTEM INFRA	0424	Master Site Astro HW	MASTER SITE ASTRO HW	20%
ASTRO SYSTEM INFRA	0425	L Core	L Core	10%
APX PORTABLE	0426	APX4000_APX2000	APX4000 APX2000	35%
ASTRO SI	0427	SI PASSTHROUGH_ET&S	SI PASSTHROUGH ET S	0%
PCR	0428	MANTA RAY INDIRECT	MAXTRAC CONVENTIONAL	0%
PCR	0429	Andorra Ltd Keypad Disp Portable	GR900	0%
ASTRO SUBS SOFTWARE	0430	PC_SOFTWARE SALES	FLASHPORT SFTWR UPGRADE	0%
ASTRO DEVICE MAINTENANCE	0431	Devices Advanced	Astro Device Management Essential	0%
XTS XTL OTHER	0432	JEDI PT_MTS TRUNKED	PC MTS2000 CONVENTIONAL	0%
PCR	0433	MOTOTRBO NGR Repeater	Mototrbo High Tier Repeater	10%
Cad_Records	0434	Situational Awareness Product	Situational Awareness MSI Hardware	5%
PCR	0435	PCR Infrastructure Components	Capacity Max Hardware	0%
UNIFIED COMMS	0436	On-Prem Broadband - Device	Keystone	0%
APX PORTABLE	0437	APXNext Multi	AMP All Band	10%
PCR	0438	EVX 261	MAXTRAC 888	0%
PCR	0439	WARIS MOBILE	827 CONTROLLER	0%
ASTRO SI	0440	SI SYSTEMS RISK	SI SYSTEMS RISK	0%

ASTRO SI	0441	SI SITE DESIGN	SPECIAL SERVICE	0%
PCR	0442	ELP	PIRANHA	0%
ASTRO SYSTEM CONSOLES	0443	CONTROL CENTERS	MCC 7500	10%
EMERGENCY CALL HANDLING	0444	NG911 VESTA Product	VESTA 911 MSI Hardware	15%
Cad_Records	0445	Flex Cad 3rd Party	Flex CAD 3rd Party HW and SW	0%
PCR	0446	Andorra Non Disp Portable Radio	ANDORRA NON-DISPLAY PORTABLE R	0%
PCR	0447	Legacy Vertex	VERTEX LMR FIXED	0%
ASTRO SYSTEM INFRA	0448	QUANTAR_QUANTRO ANAL	ANALOG QUANTAR	0%
PCR	0449	PCR Infrastructure Components	Capacity Max software-License	0%
Cad_Records	0450	MACS	ICCS 3rd Party HW and SW	0%
Cad_Records	0451	Emergency Notification Solution	Emergency Notification 3rd Party HW and SW	0%
ACCESSORY	0452	REPL BATTERIES	PAGER DATA & MISC BATT	0%
ACCESSORY	0453	REPL BATTERIES	CGISS BATTERIES	28%
PARTS	0454	REPLACEMENT PARTS 2-WAY	RNSG INFRA SOURCED	28%
PARTS	0455	REPLACEMENT PARTS 2-WAY	DATA SUBSCRIBER	0%
PARTS	0456	REPLACEMENT PARTS 2-WAY	RPG LOW MID HIGH MANU	0%
ASTRO SYSTEM DROPSHIP	0457	AFTERMARKET SITE EQUIPMENT	RF Conditioning & Distribution	10%
ASTRO DEVICE MAINTENANCE	0458	Astro Devices Essential	ASTRO Device Repair	0%
Cad_Records	0459	PremierOne Records 3rd Party	PremierOne Records 3rd Party HW and SW	0%
ASTRO DEVICE MAINTENANCE	0460	Devices Advanced	Tetra Device Advanced	0%
ASTRO DEVICE MAINTENANCE	0461	Devices Installation Services	Device Installation	0%
XTS XTL OTHER	0462	KVL	KLV 3000	10%
PCR	0463	ALPHA	ALPHA X	0%
ASTRO MANAGED SERVICES	0464	Devices Premier	Tetra Device Subscriber Management	0%
XTS XTL OTHER	0465	ATS3000	ATS3000	0%
APX MOBILE	0466	APX1500	APX1500	10%
Cad_Records	0467	Flex Records 3rd Party	Flex Records 3rd Party HW and SW	0%
Cad_Records	0468	Flex Records SW	Flex Jail 3rd Party HW and SW	0%
ASTRO SYSTEM INFRA	0469	NFM HW	NFM HW	20%
APX PORTABLE	0470	SoldierMac	SOLDIER MAC	0%
APX MOBILE	0471	APX4500_APX2500	APX4500 APX2500	35%
Cad_Records	0472	Flex Cad 3rd Party	Spillman Equipment	0%
Cad_Records	0473	Flex Cad Delivery	Spillman Services	0%
ASTRO SYSTEM INFRA	0474	MTR3000	MTR2000 CONV INDIRECT	0%

PCR	0475	Matrix 800-900 Mobiles	MOTOTRBO TRUNKING MOB	0%
ACCESSORY	0476	TWO WAY TRADITIONAL	SCHAUMBURG DC ACCESSORIES	28%
PCR	0477	Matrix ATEX CSA	ATEX CSA MOTOTRBO PORTABLE DIS	0%
PCR	0478	MOTOTRBO NGR Repeater	Mototrbo Mid Tier Repeater	0%
PCR	0479	EXTENDED WARIS	PTX600 TRUNKED (MPT1327)	0%
FIELD & RESPONSE REPORTING	0480	AW Pronto	Pronto 3rd Party HW and SW	0%
APX PORTABLE	0481	APX 6000 Mackinaw	APX 6000 MACKINAW	35%
ASTRO SYSTEM INFRA	0482	PDR 8000	PDR 8000	10%
PCR	0483	MANTA RAY INDIRECT	MANTARAY	0%
PCR	0484	PCR Dropship	CYPHER REPEATER	0%
NONCORE	0485	MIINS	IMS	0%
Cad_Records	0486	Procad UK	PROCAD UK	0%
LTE SI	0487	LTE FTR	LTE FTR	0%
Cad_Records	0488	Video Solutions Legacy	VIDEO SOLUTIONS	0%
Cad_Records	0489	Digital Evidence Product	Digital Evidence 3rd Party HW and SW	0%
ASTRO SYSTEM DROPSHIP	0490	DROPSHIP Standardization_System Discount	DROPSHIP SYSTEM DISCOUNT APC	0%
NONCORE	0491	N2CS CRMS	RFDS COBRA	0%
Cad_Records	0492	Common Services Product	Cloud Connect Services 3rd Party HW and SW	0%
NONCORE	0493	N2CS Advance products	TPS TPU EU	0%
XTS XTL OTHER	0494	PC_ASTRO SPECTRA MOBILE	TRUNKED ASTRO MOBILE	0%
ASTRO SYSTEM INFRA	0495	Astro 25 Data Solutions	PDG HARDWARE	0%
EMERGENCY CALL HANDLING	0496	NG911 VESTA Product	VESTA 911 3rd Party HW and SW	0%
Cad_Records	0497	Common Services Recurring	Misc Support	0%
Cad_Records	0498	Mobile Software	Mobile MSI Software Licenses	0%
EMERGING SOLUTIONS	0499	Mission Critical IOT	MC-IOT Solutions	10%
XTS XTL OTHER	0500	Millennium Mobile	XTL5000 7 800 MHZ	0%
ASTRO SYSTEM DROPSHIP	0501	Cambium Backhaul Equipment	MICOM-2000	0%
TETRA SYSTEM BASE STATIONS	0502	TETRA MTS4	TETRA SITE SW	0%
LTE DEVICES	0503	Modems	Gateway Modern Device	5%
ASTRO SYSTEM CONSOLES	0504	AXS Console	AXS Console	10%
ACCESSORY	0505	TWO WAY DROPSHIP ACCY	CALLBOX	28%
TETRA SYSTEM BASE STATIONS	0506	TETRA MTS4	TETRA MTS SHARED	0%
IDEN SYSTEM EQUIP	0507	3414_IDEN EBTS CABINETS	EBTS Cabinets	0%
LTE DEVICES	0508	Modems	VRM600	0%

ASTRO SYSTEM INFRA	0509	QUANTAR_QUANTRO DIG	ASTRO QUANTAR	20%
UNIFIED COMMS	0510	Critical Connect Product	Critical Connect 3rd Party HW and SW	0%
PCR	0511	Bali Mobile Radio	BALI DISPLAY MOBILE RADIO	10%
ASTRO SYSTEM INFRA	0512	MTR3000	MTR3000	20%
Cad_Records	0513	PremierOne CAD Product	PremierOne CAD MSI Software Licenses	0%
XTS XTL OTHER	0514	XTL2500	XTL2500 7 800	0%
ASTRO SYSTEM DROPSHIP	0515	Services Led Dropship	Services Led Dropship	0%
Cad_Records	0516	PremierOne Records Product	PremierOne Records MSI Software Licenses	0%
EMERGENCY CALL HANDLING	0517	ECW SW	CallWorks MSI Software Licenses	15%
XTS XTL OTHER	0518	XTL2500	XTL2500 UHF VHF	0%
CYBERSECURITY	0519	Security Services	Astro Security Monitoring	0%
UNIFIED COMMS	0520	Critical Connect Product	Broadband Comms Product	0%
PCR	0521	MOTOTRBO NGR Repeater	Mototrbo Low Tier Repeater	0%
IDEN SYSTEM EQUIP	0522	Armadillo Accessories	IDEN ACCESSORIES 2	0%
APX PORTABLE	0523	APXNext Multi	APX PROMO	10%
ASTRO SYSTEM INFRA	0524	MOTOBIDGE	MOTOBIDGE	0%
ASTRO SYSTEM INFRA	0525	Comparators Legacy	ASTROTAC COMPARATOR	0%
XTS XTL OTHER	0526	PC_ASTRO SPECTRA MOBILE	ASTRO SPECTRA PLUS	0%
APX MOBILE	0527	APX 6500 Mobile	APX 6500 MOBILE	35%
IDEN SYSTEM EQUIP	0528	3528_IDEN EBTS IPL SOFTWARE	EBTS IPL	0%
IDEN SYSTEM EQUIP	0529	Private IDEN P&L	PRIVATE IDEN INFRA	0%
TETRA INFRA	0530	TETRA CNTL ROOM	TETRA CONSOLES SW	0%
NONCORE	0531	N2CS Advance products	LOCATION & MICROTAG	0%
TETRA SYSTEM SWITCHES	0532	TETRA DIPS	TETRA INFRA SECURE	0%
Cad_Records	0533	Digital Evidence Product	Fusion 2	0%
UNIFIED COMMS	0534	Wave OnCloud Recurring	WAVE Cloud Connect SaaS	0%
UNIFIED COMMS	0535	Wave OnCloud Recurring	WAVE Cloud Connect HW	0%
APX PORTABLE	0536	APX3000	APX Covert Portable	35%
ASTRO SYSTEM INFRA	0537	QUANTAR_QUANTRO DIG	QTAR SZ ASTRO INTELLIRPT	20%
PCR	0538	Andorra Ltd Keypad Disp Portable	RADIO APPLICATIONS	0%
PCR	0539	STINGRAY INDIRECT	VISAR PRIVACY PLUS MT P	0%
IDEN SERVICES	0540	3230_IDEN NTWK_SUPPRT_PROGRM HMP	SMP SVC	0%
UNIFIED COMMS	0541	Wave Tactical Product	WAVE Tactical MSI Software Licenses	0%
TETRA SYSTEM SWITCHES	0542	TETRA DIPS	TETRA CNE CALL PROCESSING	0%

TETRA PORTABLE	0543	TETRA BOSAI PORTABLE	TETRA BOSAI PORTABLE	0%
TETRA SYSTEM SWITCHES	0544	TETRA DIPS	TETRA CNE INTERCONNECT	0%
UNIFIED COMMS	0545	Kodiak Product	Kodiak MSI Software Licenses	0%
PCR	0546	Tonga Portable	Tonga	0%
IDEN SYSTEM EQUIP	0547	3547_IDEN EBTS BASE RADIOS	EBTS Radios	0%
EMERGENCY CALL HANDLING	0548	ECW Services	ECW SI	0%
UNIFIED COMMS	0549	Wave Managed Services	Nitro Software as a Service	0%
PCR BUSINESS LIGHT	0550	Vanuatu P&L	Vanuatu	0%
UNIFIED COMMS	0551	Wave Tactical Recurring	WAVE Essential	0%
ACCESSORY	0552	REPL BATTERIES	COMPETITIVE 2-WAY	0%
UNIFIED COMMS	0553	Wave Tactical Recurring	WAVE Advanced	0%
ACCESSORY	0554	TWO WAY TRADITIONAL (Elgin DC)	MOBILE ANTENNAS	28%
ACCESSORY	0555	TWO WAY TRADITIONAL (Elgin DC)	MISC ACCESSORIES	28%
TETRA DEVICE MAINTENANCE	0556	Tetra Devices Essential	TETRA Device Repair	0%
PCR	0557	PCR Infrastructure Components	TRIDENT CONTROLLER	0%
TETRA SYSTEM SWITCHES	0558	TETRA DIPS	TETRA INFRA HW&3RD PARTY	0%
TETRA SYSTEM SWITCHES	0559	TETRA DIPS	TETRA CNE MOBILE DATA	0%
CYBERSECURITY	0560	Security Services	Astro Remote SUS	0%
ASTRO SYSTEM MAINTENANCE	0561	EMS Network Monitoring	ASTRO Network Monitoring	0%
APX PORTABLE	0562	APX7000XE	APX7000XE APXFIRE	0%
PCR	0563	Matrix Mobile	MATRIX DIG MOB PLAIN	0%
PCR	0564	Legacy Vertex	VERTEX LMR SPARES	0%
TETRA SYSTEM SWITCHES	0565	TETRA DIPS	TETRA CNE CONSOLES	0%
PCR	0566	EVX 261	SPECTRA PRIVACY PLUS	0%
Cad_Records	0567	Common Services Product	Misc Common Services HW	0%
Cad_Records	0568	PremierOne CAD 3rd Party	PremierOne CAD 3rd Party HW and SW	0%
LTE SYSTEM INFRA	0569	LXN500	LXN500	0%
XTS XTL OTHER	0570	PC_SPECIAL APPLICATIONS	PORT REPEATERSABERXSVA	0%
XTS XTL OTHER	0571	Astro Subs Dropship	Astro Subs Dropship	10%
Cad_Records	0572	Situational Awareness Product	Situational Awareness 3rd Party HW and SW	0%
Cad_Records	0573	Situational Awareness Product	CommandCentral Conn. Eq.	0%
TETRA SUA	0574	TETRA SMA & SUA	Dimetra SUA Completed Contract	0%
PCR	0575	Andorra Ltd Keypad Disp Portable	TRC HOUSING	0%
TETRA INFRA	0576	TETRA SW INFRA	TETRA INFRA SW	0%

ACCESSORY	0577	TWO WAY TRADITIONAL	WARIS ACCESSORIES	0%
EMERGENCY CALL HANDLING	0578	E911 CONSOLES	CallWorks 3rd Party HW and SW	15%
APX PORTABLE	0579	APX8000	APX8000	35%
UNIFIED COMMS	0580	Wave Tactical Product	WAVE Tactical 3rd Party HW and SW	0%
APX PORTABLE	0581	APX8000XE	APX8000XE	35%
PCR BUSINESS LIGHT	0582	Japan TSD (licence-free radio)	MS50	0%
UNIFIED COMMS	0583	WaveOnCloud Product	WAVE OnCloud 3rd Party HW and SW	0%
UNIFIED COMMS	0584	Kodiak Product	Kodiak 3rd Party HW and SW	0%
XTS XTL OTHER	0585	Millennium Mobile	XTL5000 UHF VFH	0%
EMERGENCY CALL HANDLING	0586	ECW Services	CallWorks Delivery Services	0%
TETRA SYSTEM MAINTENANCE	0587	Tetra System Essential & Advanced	Tetra System Advanced	0%
Cad_Records	0588	PremierOne CAD Recurring	PremierOne CAD Support Services	0%
Cad_Records	0589	PremierOne Records Recurring	PremierOne Records Support Services	0%
OTHER	0590	Misc 3	Authorized Channel Partner DAS	0%
PARTS	0591	REPLACEMENT PARTS 2-WAY	LEGACY INFRA DATA PAGING	28%
EMERGENCY CALL HANDLING	0592	ECW Support Services	CallWorks Support Services	0%
ASTRO SYSTEM INFRA	0593	MTR3000	MTR2000 TRNK DIRECT	0%
IDEN SYSTEM EQUIP	0594	Armadillo Accessories	P-IDEN ACCESSORIES	0%
ASTRO SYSTEM INFRA	0595	G-Series SW	G-SERIES SW	15%
IDEN SYSTEM EQUIP	0596	3547_IDEN EBTS BASE RADIOS	EBTS Components	0%
TETRA INFRA	0597	TETRA CNTL ROOM	TETRA CONSOLES HW AND 3PV	0%
TETRA SI	0598	TETRA SI MOT	TETRA SI MOT PRIVATE	0%
TETRA SI	0599	TETRA SI MOT	TETRA SI MOT SHARED	0%
Cad_Records	0600	Digital Evidence Recurring	CommandCentral Connections	0%
UNIFIED COMMS	0601	Wave Tactical Recurring	WAVE Tactical Support Services	0%
XTS XTL OTHER	0602	SUB OTHER	SUB OTHER	0%
PCR	0603	EVX 261	STD MOSTAR TRUNKED	0%
XTS XTL OTHER	0604	SPECTRA PHASEOUT	TRUNKED SPECTRA	0%
UNIFIED COMMS	0605	Wave Tactical Recurring	WAVE Tactical Managed Services	0%
ASTRO SYSTEM DROPSHIP	0606	Cambium Backhaul Equipment	Cambium - Canopy Radios	0%
A & E ACCESSORY	0607	TETRA ACCY	TETRA ACCY	0%
Cad_Records	0608	PremierOne Records Product	NET RMS SOFTWARE	0%
UNIFIED COMMS	0609	Kodiak Recurring	Kodiak Managed Services	0%
PCR	0610	Elcomplus Application	Elcomplus Applications	0%

ASTRO SYSTEM DROPSHIP	0611	Cambium Backhaul Equipment	SMART WIBB	0%
Cad_Records	0612	Situational Awareness	Situational Awareness SaaS	0%
ASTRO SUA	0613	Consoles SW Maintenance	Consoles SW Maintenance	0%
ASTRO SYSTEM MAINTENANCE	0614	Consoles HW Maintenance	Consoles HW Maintenance	0%
TETRA INFRA	0615	TETRA SUA POC	TETRA SUA POC	0%
Cad_Records	0616	Digital Evidence Recurring	Digital Evidence SaaS	0%
XTS XTL OTHER	0617	SPECTRA PHASEOUT	CLEAR SPECTRA (HIGH) CON	0%
AIRWAVE_MGD	0618	Airwave Managed Services	Airwave Managed Services	0%
ACCESSORY	0619	TWO WAY TRADITIONAL (Elgin DC)	900 DIGITAL ACCESSORIES	0%
XTS XTL OTHER	0620	COSMO PT_ASTRO XTS	PC-XTS3000	0%
APX PORTABLE	0621	APXNext Multi	APX NEXT XN Multi	0%
NONCORE	0622	N2CS F Phones	SPIRIT GSM	0%
XTS XTL OTHER	0623	RENEGADE PT_MCS2000	MCS2000	0%
XTS XTL OTHER	0624	XTL2500 Rebanding	XTL2500 REBANDING	0%
EMERGENCY CALL HANDLING	0625	ECW Support Services	CallWorks SaaS	0%
PCR	0626	STINGRAY INDIRECT	PR1500	0%
PCR	0627	BELIZE ATEX	BELIZE ATEX	0%
PCR	0628	BELIZE ATEX	BELIZE INMETRO MSHA	0%
UNIFIED COMMS	0629	Wave OnCloud Recurring	WAVE OnCloud SaaS	0%
UNIFIED COMMS	0630	Kodiak Recurring	Kodiak SaaS	0%
TETRA MANAGED SERVICES	0631	Tetra LMR As a Service	TETRA LMRaaS	0%
TETRA PORTABLE	0632	TETRA MONTE	TETRA LEO	0%
Cad_Records	0633	Spillman Ally SaaS	ALLY SaaS	0%
Cad_Records	0634	Situational Awareness	Situational Awareness 3rd Party Services	0%
LTE DEVICES	0635	LTE Device Dropship	LTE Device Dropship	10%
IDEN SERVICES	0636	3379_IDEN Software	SMP SW	0%
PCR	0637	VX 450	VX 450	0%
PCR	0638	WARIS PORTABLE	WARIS PORT PLAIN	0%
UNIFIED COMMS	0639	Critical Connect Product	Critical Connect Delivery Services	0%
IDEN SYSTEM EQUIP	0640	3640_IDEN OS EQ	MSO	0%
IDEN SYSTEM EQUIP	0641	3641_IDEN SWITCH	WARRANTY	0%
UNIFIED COMMS	0642	WaveOnCloud Product	Wave OnCloud MSI HW	0%
ASTRO SYSTEM INFRA	0643	Comparators Legacy	MODEMS	0%
ACCESSORY	0644	TWO WAY TRADITIONAL (Elgin DC)	CHARGERS/RECONDITIONERS	0%

ASTRO SYSTEM INFRA	0645	Material Rights Products	Material Rights Products	0%
ASTRO DEVICE MAINTENANCE	0646	Sonoma Hardware Support	Sonoma Hardware Support	0%
ASTRO SYSTEM INFRA	0647	D - Infrastructure	TRUNKED TERMINALS SOFTWA	0%
IDEN SYSTEM EQUIP	0648	Private iDEN P&L	PRIVATE IDEN DROPSHIP	0%
PCR	0649	VX 2100 2200	VX 2100 2200	0%
VAAS DEVICE	0650	Vigilant HW	VaaS PS HARDWARE	15%
PCR	0651	MANTA RAY INDIRECT	HT800 VHF	0%
APX MOBILE	0652	APX6500 Basic product	APX6500 Basic	35%
ACCESSORY	0653	MISC ACCY	MISC	0%
XTS XTL OTHER	0654	Covert Portable	COVERT PORTABLE XTS4000	0%
APX PORTABLE	0655	APX7000	APX7000	35%
APX MOBILE	0656	APX7500	APX7500	35%
APX PORTABLE	0657	APX N30	APX N30	28%
PCR	0658	Andorra Ltd Keypad Disp Portable	CENTRO PLUS	0%
Cad_Records	0659	PremierOne CAD 3rd Party	PSA 3RD PARTY PROF SERVICES	0%
UNIFIED COMMS	0660	Wave Tactical Product	UPTT ASTRO Gateway & Server	0%
Cad_Records	0661	PremierOne CAD Delivery	PSA SI RISK	0%
VAAS DEVICE	0662	DRN HW	VaaS DRN HARDWARE	0%
SW PRODUCT	0663	Edesix BWV	VaaS EDX HARDWARE	0%
VAAS DEVICE	0664	Vigilant HW	VaaS PL HARDWARE	0%
VIDEO SOFTWARE	0665	Vigilant Delivery Services	DISH PS DELIVERY	15%
VIDEO SOFTWARE	0666	Vigilant Delivery Services	DISH DRN DELIVERY	0%
SW PRODUCT	0667	Edesix BWV	DISH EDX DELIVERY	0%
VIDEO SOFTWARE	0668	Vigilant Delivery Services	DISH PL DELIVERY	0%
VIDEO SOFTWARE	0669	Vigilant Recurring	DISH PS SUPPORT	15%
Cad_Records	0670	CSR Recurring	CSR SaaS	0%
APX PORTABLE	0671	APXNext Single	APX NEXT XN Single	10%
PCR	0672	WARIS PORTABLE	WARIS PORT POPULAR	0%
APX PORTABLE	0673	APX8000H	APX8000H	35%
VIDEO SOFTWARE	0674	DRN Recurring	DISH DRN SUPPORT	0%
ASTRO SYSTEM INFRA	0675	D-Series Base Radio HW	D-Series Base Radio HW	0%
ASTRO SYSTEM MAINTENANCE	0676	HW Maintenance Video	Video Advanced	0%
ASTRO SYSTEM INFRA	0677	D-Series Site Controller HW	D-Series Site Controller HW	20%
XTS XTL OTHER	0678	PT_LTS2000 TRUNKED	LTS2000 TRNK	0%

PCR BUSINESS LIGHT	0679	Business Light equipment	SP21 FP8	0%
ASTRO SYSTEM INFRA	0680	D-Series SW	D-Series SW	10%
APX MOBILE	0681	APX8500	APX8500	35%
PCR	0682	MALTA	MALTA	0%
SW PRODUCT	0683	Edesix BWV	DISH EDX SUPPORT	0%
TETRA SYSTEM BASE STATIONS	0684	TETRA MTS LTE	TETRA MTS4L	0%
LTE MANAGED SERVICES	0685	LTE System Premier	LTE System Premier	0%
PCR	0686	Avtec Consoles	Avtec Third Party Console	10%
XTS XTL OTHER	0687	XTS_MT 1500	XTS MT 1500	0%
LTE SUA	0688	LTE SW Maint	LTE SUA & SMA	0%
LTE DEVICES	0689	Modems	Cind Module	0%
PCR BUSINESS LIGHT	0690	TLKR	CONSUMER RADIOS (LOW)	0%
VIDEO SOFTWARE	0691	APPS and SW Management	Apps & SW Mgmt - Systems and Software Enablement	0%
VIDEO SOFTWARE	0692	Vigilant Recurring	DISH PL SUPPORT	0%
VIDEO SOFTWARE	0693	Vigilant Recurring	DISH PS SaaS	0%
VIDEO SOFTWARE	0694	DRN Recurring	DISH DRN SaaS	0%
SW PRODUCT	0695	Edesix BWV	DISH EDX SaaS	0%
VIDEO SOFTWARE	0696	Vigilant Recurring	DISH PL SaaS	0%
SECTOR NEW VENTURE	0697	SECTOR NEW VENTURE	HCS DOCLINK	0%
ASTRO MANAGED SERVICES	0698	Devices Premier	LTE Device Premier	0%
Cad_Records	0699	Records & Evidence SI	Professional Services Planning	0%
ASTRO DEVICE MAINTENANCE	0700	Devices Advanced	Astro Device Advanced	0%
ASTRO MANAGED SERVICES	0701	Devices Premier	Astro Device Premier	0%
Cad_Records	0702	PremierOne CAD Recurring	PREMIER CAD MAINTENANCE	0%
PCR	0703	EVX 261	MISC MOBILE SHARED SYSTE	0%
ASTRO SYSTEM INFRA	0704	AME	AME	0%
PCR BUSINESS LIGHT	0705	CLS Products	VL50	0%
ACCESSORY	0706	TWO WAY TRADITIONAL (Elgin DC)	MOBILE CONSOLE ACCESSORIES	28%
PCR MANAGED SERVICES	0707	PCR Managed Services	Nitro Managed Infrastructure	0%
ASTRO SYSTEM DROPSHIP	0708	Computers & Monitors	Computers & Monitors	28%
PCR DEVICE MAINTENANCE	0709	PCR Devices Essential	NITRO Essential Device Svcs	0%
PCR	0710	Bali Mobile Radio	XPR5500 Clean Cab Radio	0%
PCR	0711	RAJANG	Rajang Non Disp Portable	0%
UNIFIED COMMS	0712	Device Application Services	ASTRO Device Application Services	0%

PCR	0713	Timor Portable	Timor FKP Portable	0%
PCR MANAGED SERVICES	0714	PCR Managed Services	Nitro Data Package	0%
TETRA DEVICE MAINTENANCE	0715	Tetra Devices Essential	TETRA Device SFS Lite	0%
IDEN SERVICES	0716	3761_IDEN TURNKEY_SERVICES	TURNKEY SERVICES	0%
PCR	0717	WARIS MOBILE	WARIS MOBILE PRIME	0%
ASTRO SYSTEM MAINTENANCE	0718	Material Rights Services	Material Rights Services	0%
PCR	0719	Timor Portable	Timor LKP Portable	0%
PCR	0720	STINGRAY INDIRECT	VISAR	0%
XTS XTL OTHER	0721	XTS5000	XTS5000 7 800	0%
XTL XTS OTHER	0722	RENEGADE PT_MCS2000	TRNK MCS2000	0%
APX PORTABLE	0723	N70 DMS	N70 DMS	28%
ASTRO DEVICE MAINTENANCE	0724	Devices Advanced	APX Next Device Advanced	0%
UNIFIED COMMS	0725	Device Application Services	PCR Device Application Services	0%
XTS XTL OTHER	0726	MANTARAY EXPRESS LOW TIER MOBILE	XTL1500 UHF VHF	0%
ASTRO MANAGED SERVICES	0727	Devices Premier	APX Next Device Management Premier	0%
EMERGING SOLUTIONS SI	0728	Emerging Solutions SI	Emerging Solutions SI	0%
ASTRO SYSTEM INFRA	0729	INFRASTRUCTURE UPGRADE	CONV FLASHPORT INFRA	0%
ASTRO SYSTEM MAINTENANCE	0730	Emerging Solutions HW Svcs	Emerging Solutions HW Svcs	0%
IDEN SYSTEM EQUIP	0731	PRIVATE IDEN SUBSCRIBERS	PRIVATE IDEN SUBSCRIBERS	0%
EMERGENCY CALL HANDLING	0732	ECW Support Services	ECW Services	0%
ASTRO SUA	0733	Emerging Solutions SW Svcs	Emerging Solutions SW Svcs	0%
PCR	0734	Mackenzie	Mackenzie	0%
ASTRO SYSTEM CONSOLES	0735	Avtec Product	Avtec Product	10%
LTE DEVICES	0736	Mobile Workstations	MW810 MOBILE WORKSTATION	0%
PCR	0737	WARIS ATEX	WARIS ATX	0%
PCR SUA	0738	Avtec Scoutcare	Avtec Scoutcare	0%
ASTRO SUA	0739	Astro SW Maint	ASTRO SUA Completed Contract	0%
ASTRO SYSTEM CONSOLES	0740	Outsourced Consoles	MIP 5000	0%
ASTRO SUA	0741	Astro SW Maint	ASTRO SUA Upgrade Operations Completed Contract	0%
ACCESSORY	0742	TWO WAY TRADITIONAL (Elgin DC)	PORTABLE AUDIO ACCESSORIES	28%
ASTRO SYSTEM INFRA	0743	QUANTAR_QUANTRO DIG	ASTRO RECEIVERS	20%
PARTS	0744	REPLACEMENT PARTS 2-WAY	MISC SUBSCRIBER INFRASTRUCTURE	0%
ASTRO SUA	0745	Astro SW Maint	ASTRO SUA Field Services Completed Contract	0%
ASTRO SYSTEM MAINTENANCE	0746	Services (Non-SI) Training	SUA TRAINING Completed Contract	0%

TETRA PORTABLE	0747	TETRA SW SUBS	TETRA SW SUBS	0%
IDEN SYSTEM EQUIP	0748	Private iDEN P&L	PRIVATE IDEN SOFTWARE	0%
PCR	0749	WARIS PORT PREFERRED	WARIS PORT PREFERRED	0%
FIELD & RESPONSE REPORTING	0750	Drones	Drones	0%
PCR	0751	Tahiti Display Mobile Radio	Tahiti Numeric	0%
PCR	0752	Timor Portable	Timor ND Portable	0%
ASTRO DEVICE MAINTENANCE	0753	Devices Tech Support	Devices Tech Support	0%
ASTRO SYSTEM CONSOLES	0754	Outsourced Consoles	Console Peripherals	10%
APX PORTABLE	0755	APX6000 Basic	APX6000 BASIC	35%
APX PORTABLE	0756	APX6000XE	APX6000XE	35%
PCR BUSINESS LIGHT	0757	CLR Products	CLR Products	0%
PCR SYSTEM MAINTENANCE	0758	PCR Infrastructure Tech Support	PCR Dispatch	0%
PCR	0759	Beacon	RADIUS P100 PORT	0%
XTL XTS OTHER	0760	Subscriber Product Risk	PRODUCT RISK	0%
APX MOBILE	0761	APX7500	APX 7500 CONSOLETTA	35%
IDEN SERVICES	0762	3762_iDEN NTWK_DESIGN_PLAN	NETWORK DESIGN PLANNING	0%
IDEN SERVICES	0763	3763_iDEN PRGM_PROJECT_MGT	PROGRAM MANAGEMENT	0%
IDEN SERVICES	0764	3764_iDEN Network Performance	NETWORK PERFORMANCE	0%
IDEN SERVICES	0765	IDEN Ops Maint	Operations and Maintenance	0%
Cad_Records	0766	CSR SI	CSR Delivery Services	0%
TETRA SUBS RCO	0767	TETRA Wolverine LIFELINE	TETRA Wolverine LIFELINE	0%
PCR MANAGED SERVICES	0768	PCR Managed Services	PCR System Premier	0%
ASTRO SYSTEM MAINTENANCE	0769	Field Services	Preventive Maintenance	0%
PCR	0770	STINGRAY INDIRECT	VISAR CONVENTIONAL MT P	0%
ASTRO SUA	0771	Devices and Accessories SMA	Devices and Accessories SMA	0%
ASTRO SYSTEM MAINTENANCE	0772	Astro Infrastructure Tech Support	Astro Infrastructure Tech Support	0%
TETRA DEVICE MAINTENANCE	0773	Tetra Devices Essential	Tetra Device Essential	0%
LTE MANAGED SERVICES	0774	APPS and SW Management	Apps & SW Mgmt - Third Party	0%
XTS XTL OTHER	0775	MANTARAY EXPRESS LOW TIER MOBILE	XTL1500 7 800	0%
PCR	0776	Tahiti Plus	Tahiti Plus	0%
PCR	0777	Matrix 800-900 Portable	MOTOTRBO TRUNKING PORT	0%
PCR	0778	Matrix Mid-Tier Portable (XPR6100)	XPR6100 Mid-Tier Digital Porta	0%
TETRA LEGACY	0779	TETRA FRED	TETRA MTH800	0%
PCR	0780	Fixed Other	GR1225	0%

UNIFIED COMMS	0781	Kodiak Recurring	Kodiak Managed Services	0%
UNIFIED COMMS	0782	WaveOnCloud Product	Wave On Cloud Delivery Service	0%
UNIFIED COMMS	0783	Kodiak Product	Kodiak Broadband PTT HW Products	0%
XTL XTS OTHER	0784	SUB OTHER	SUB OTHER	0%
ACCESSORY	0785	TWO WAY TRADITIONAL (Elgin DC)	CHARGERS RECONDITIONERS	28%
ASTRO SYSTEM INFRA	0786	D - Infrastructure	AIR TIME ACCUMULATOR	0%
ASTRO DEVICE MAINTENANCE	0787	Rental Services	Rental	0%
ASTRO DEVICE MAINTENANCE	0788	Devices Advanced	LTE Device Advanced	0%
Cad_Records	0789	Flex Cad SW	Spillman SW	25%
LTE DEVICES	0790	LEX L11	LEX L11	10%
NONCORE	0791	N2CS F Phones	APOLLO	0%
PCR	0792	WARIS MOBILE	WARIS MOBILE PREFERRED	0%
PCR	0793	Fixed Other	GR300 GR500	0%
PCR	0794	Fixed Other	PROFESSIONAL FIXED	0%
ACCESSORY	0795	TWO WAY TRADITIONAL (Elgin DC)	GP P110 ACCESSORIES	28%
ACCESSORY	0796	TWO WAY TRADITIONAL	VISAR ACCESSORIES MT PL	0%
Cad_Records	0797	Flex Cad Recurring	Spillman Support Services	0%
ACCESSORY	0798	REPL BATTERIES	ABC BATTERY PROGRAM	0%
PCR	0799	Bali Mobile Radio	BALI NON DISPLAY MOBILE RADIO	0%
ASTRO SYSTEM DROPSHIP	0800	Cambium Backhaul Equipment	WIRELESS VALLEY MAINTENANCE	0%
ASTRO SYSTEM DROPSHIP	0801	Cambium Backhaul Equipment	WIRELESS VALLEY TRAINING	0%
UNIFIED COMMS	0802	Unified Communications New Products	Critical Connect SaaS	0%
Cad_Records	0803	Spillman Nova SaaS	Spillman Nova SaaS	0%
Cad_Records	0804	Procad UK	PROCAD UK PROF SVCS	0%
Cad_Records	0805	Spillman Ally SaaS	Spillman Ally SaaS	0%
PCR	0806	MALTA	Malta 900MHz	0%
PCR	0807	Belize Non Disp Portable	BELIZE NON-DISPLAY PORTABLE	0%
FIRSTNET MANAGED SERVICES	0808	FirstNet BCP	FirstNet BCP	0%
FIRSTNET MANAGED SERVICES	0809	FirstNet PTT	FirstNet PTT	0%
FIRSTNET MANAGED SERVICES	0810	FirstNet Activations	FirstNet Activations	0%
ASTRO SYSTEM INFRA	0811	Cirrus HW	Cirrus HW	0%
SW PRODUCT	0812	ECW SW	ECW SW	0%
ASTRO DEVICE MAINTENANCE	0813	Astro Devices Essential	Accessories SFS Comprehensive	0%
CYBERSECURITY	0814	Security Services	Astro CyberSecurity	0%

CYBERSECURITY	0815	Security Services	Tetra CyberSecurity	0%
ASTRO DEVICE MAINTENANCE	0816	Astro Devices Essential	Accessories Essential	0%
PCR	0817	PCR Infrastructure Components	Genesis	0%
XTL XTS OTHER	0818	PC_SPECIAL APPLICATIONS	SPECTRA RR-CLEANCAB	0%
PCR	0819	VX 261	VX 261	0%
PCR	0820	Neocom Applications	Neocom Applications	0%
PCR	0821	Belize Ltd Keypad Disp Portable	BELIZE LIMITED KEYPAD DISPLA	0%
OTHER	0822	Credit Card Fees	Credit Card Fees	0%
ASTRO SUA	0823	Astro SW Maint	Astro SUA & SMA	0%
ASTRO SYSTEM INFRA	0824	SUA POC	SUA POC	0%
TETRA SUBS RCO	0825	TETRA PAGER	TETRA PAGER	0%
TETRA SUBS RCO	0826	TETRA ARAGON Refresh	Tetra MTP6650	0%
TETRA SUBS RCO	0827	Tetra Monte Plus	TETRA ST7500	0%
TETRA INFRA	0828	Tetra Dipe	TETRA DIPE	0%
PCR	0829	MANTA RAY INDIRECT	ISRAELI ACCESSORIES	0%
EMERGENCY CALL HANDLING	0830	ECW Support Services	Callworks Hosted Svcs	0%
EMERGENCY CALL HANDLING	0831	ECW Services	Callworks SI	0%
EMERGENCY CALL HANDLING	0832	3rd Party 911 Svcs	Callworks Hosted 911	0%
ASTRO POC	0833	G&PS Astro SI POC OLD	SI SITE CONSTRUCTION	0%
PCR	0834	EVX 261	MCA RADIO-JAPAN	0%
ASTRO DEVICE MAINTENANCE	0835	Devices Advanced	PCR Device Advanced	0%
PCR MANAGED SERVICES	0836	PCR LMR As a Service	PCR LMR aaS	0%
APX PORTABLE	0837	APX1000	APX1000	15%
ASTRO MANAGED SERVICES	0838	Devices Premier	PCR Devices Premier	0%
PCR	0839	PAGING EQUIPMENT	PAGING ENCODERS	0%
WatchGuard	0840	Systems Integration / Deployment	Systems Integration / Deployment	10%
PCR	0841	WARIS PORT PRIME	WARIS PORT PRIME	0%
Cad_Records	0842	311 Applications	PUBLIC SVC SOFTWARE LICENSE	0%
VIDEO SOFTWARE	0843	MVTRAC Recurring	MV Trac Recurring	0%
ASTRO SI	0844	SI OUTSOURCING - Subscriber Programming	SI OUTSOURCING - Subscriber Programming.	0%
PCR	0845	On-Prem Broadband - Device	Vail	0%
IDEN SYSTEM EQUIP	0846	Private iDEN P&L	PRIVATE IDEN HARMONY	0%
CYBERSECURITY	0847	LL - Cybersecurity Professional Services	Lunarline Professional Services	0%
CYBERSECURITY	0848	DR - Cybersecurity Professional Services	Delta Risk Professional Services	0%

A & E ACCESSORY	0849	BUSINESS LIGHT ACCY	CONSUMER ACCY	0%
Cad_Records	0850	Mobile Recurring	Mobile Support Services	0%
WATCHGUARD DEVICE	0851	WatchGuard ICV	WatchGuard ICV	10%
VIDEO SOFTWARE	0852	WatchGuard BWV	WatchGuard BWV	10%
VIDEO SOFTWARE	0853	WatchGuard SW Maint	WatchGuard SW Maint	10%
VIDEO SOFTWARE	0854	WatchGuard HW Maint & Svcs	WatchGuard HW Maint & Svcs	10%
LTE DEVICES	0855	Modems	Broadband Security	0%
ASTRO SYSTEM DROPSHIP	0856	Buildings & Sites on Wheels	MOTOROLA ALTERNATIVE BUILDING	0%
TETRA LEGACY	0857	TETRA MILAN	TETRA MTM800	0%
PCR	0858	Legacy Vertex	Vertex Standard LMR	0%
CYBERSECURITY	0859	DR - Cybersecurity Managed Services	Delta Risk Managed Services	0%
TETRA SUBS RCO	0860	DARWIN	Darwin	0%
IDEN SYSTEM EQUIP	0861	Armadillo Accessories	ARMADILLO ACCESSORIES	0%
PCR SYSTEM MAINTENANCE	0862	PCR System Essential & Advanced	CTCP - Design Care	0%
PCR SYSTEM MAINTENANCE	0863	PCR System Essential & Advanced	CTCP - Deploy Care	0%
PCR SYSTEM MAINTENANCE	0864	PCR System Essential & Advanced	CTCP - Support Care	0%
PCR	0865	RAJANG	Rajang Full Keypad Disp Portable	0%
PCR	0866	Tahiti Display Mobile Radio	Tahiti Alpha Numeric	0%
PCR	0867	Andorra Ltd Keypad Disp Portable	ANDORRA LIMITED KEYPAD DISPLAY	0%
PCR	0868	Legacy Vertex	VERTEX - LMR PORTABLES	0%
PCR	0869	VX 264	M1225	0%
EMERGING SOLUTIONS	0870	PD_IRRIGATION	IRRIGATION PRODUCTS	0%
PCR	0871	Belize Full Keypad Disp Portable	BELIZE FULL KEYPAD DISPLAY P	0%
ASTRO SI	0872	SI ET&S Vendors	SI ET&S VENDORS	0%
LTE SYSTEM INFRA	0873	Polaris Systems	Polaris Infra Systems	0%
ASTRO SI	0874	SI Third Party Vendors	SI THIRD PARTY VENDORS	0%
PCR	0875	SafeX	Orchestrate	0%
TETRA SUBS RCO	0876	TETRA CYCLOPS	TETRA CYCLOPS	0%
ASTRO SYSTEM INFRA	0877	Master Site Astro SW	MASTER SITE ASTRO SW	0%
PCR	0878	PCR Dropship	PCR Dropship	0%
Cad_Records	0879	Mobile Apps Direct	MOBILE APPS SOFTWARE	0%
ASTRO SYSTEM MAINTENANCE	0880	MIBAS	MIBAS	0%
ASTRO SYSTEM DROPSHIP	0881	Cambium Backhaul Equipment	POWERLINE LV	0%
ASTRO SYSTEM MAINTENANCE	0882	Field Services	On-site Field Services	0%

PCR BUSINESS LIGHT	0883	FRS Royalty	FRS ROYALTY	0%
PCR	0884	Mackenzie	MACKENZIE 800/900	0%
PCR BUSINESS LIGHT	0885	MAGONE POC	MAGONE POC	0%
PCR DEVICE MAINTENANCE	0886	PCR Demand and Local Device Repair	PCR Device Repair	0%
Cad_Records	0887	PROCAD MAINTENANCE	PROCAD UK MAINTENANCE	0%
TETRA DEVICE MAINTENANCE	0888	Tetra Demand and Local Device Repair	Tetra Device Repair	0%
LTE DEVICE MAINTENANCE	0889	LTE Demand and Local Device Repair	LTE Device Repair	0%
TETRA LEGACY	0890	TETRA BARNEY	TETRA MTP850	0%
IDEN SYSTEM EQUIP	0891	Armadillo	ARMADILLO	0%
UNIFIED COMMS	0892	Wave Tactical Product	UPTT ASTRO Licenses	0%
TETRA PORTABLE	0893	TETRA BOROMIR FKP	TETRA MTP3250	0%
VIDEO SOFTWARE	0894	BWC aaS HW	BWC aaS HW	0%
TETRA SYSTEM BASE STATIONS	0895	TETRA MTS4	TETRA MTS4	0%
TETRA PORTABLE	0896	TETRA OVERVIEW SUBS	TETRA MTH750	0%
VIDEO SOFTWARE	0897	SW Maint aaS	SW Maint aaS	0%
VIDEO SOFTWARE	0898	HW Maint aaS	HW Maint aaS	0%
VIDEO SOFTWARE	0899	ICV aaS HW	ICV aaS HW	0%
ASTRO SYSTEM MAINTENANCE	0900	Astro Infrastructure Repair Services	T&M System Repair	0%
Cad_Records	0901	PremierOne System Manager	PSA System Manager	0%
PCR	0902	NILE	NILE	0%
A & E ACCESSORY	0903	BUSINESS LIGHT ACCY	RBR ACCY	0%
ASTRO SYSTEM DROPSHIP	0904	Cambium Backhaul Equipment	Point to Multipoint	10%
NONCORE	0905	N2CS F Phones	SPIRIT CDMA TDMA	0%
ASTRO SYSTEM DROPSHIP	0906	MW Backhaul & Channel Banks & Freq Std	Time and Frequency Systems	10%
ASTRO SYSTEM DROPSHIP	0907	Cambium Backhaul Equipment	Point to Point and Accessories	10%
ASTRO SYSTEM DROPSHIP	0908	Cambium Backhaul Equipment	DROPSHIP LICENSE POINT TO POIN	10%
IDEN SERVICES	0909	3311_IDEN NTWK_DEPLOYMENT	NETWORK DEPLOYMENT	0%
ASTRO SYSTEM DROPSHIP	0910	Cambium Backhaul Equipment	BRANDED POINT TO POINT	0%
OTHER	0911	50-50 Revenue Split	DOMESTIC TRANSFER ELIM	0%
PCR BUSINESS LIGHT	0912	NOME	ANZ CB Radio	0%
XTS XTL OTHER	0913	BOSCH	BOSCH BASE STATIONS SWITCH	0%
IDEN SYSTEM EQUIP	0916	3916_IDEN MICROLITE	HARMONY	0%
XTS XTL OTHER	0917	BOSCH	BOSCH SUBSCRIBER	0%
XTS XTL OTHER	0920	BOSCH	BOSCH TUNNEL	0%

PCR	0921	EXTENDED WARIS	WARIS EXTENDED	0%
PCR	0922	ELM	MARLIN	0%
LTE DEVICE MAINTENANCE	0923	LTE Devices Essential	LTE Device Essential	0%
XTS XTL OTHER	0925	BOSCH	BOSCH RAILWAY TRANSPORT	0%
TETRA PORTABLE	0928	TETRA COVERT	TETRA TCR1000	0%
ASTRO SYSTEM MAINTENANCE	0929	Astro Infrastructure Repair Services	ASTRO Repair	0%
NONCORE	0932	N2CS MODULES	C18	0%
TETRA LEGACY	0933	TETRA MILAN	TETRA CM5000	0%
CYBERSECURITY	0936	Security Services	Tetra Security Monitoring	0%
SECTOR NEW VENTURE	0937	SECTOR NEW VENTURE	WSTS IFIND	0%
TETRA MOBILE	0938	TETRA FRODO	TETRA MTM5000	0%
TETRA LEGACY	0939	TETRA TOM100	TETRA CYCLOPS	0%
PARTS	0940	REPLACEMENT PARTS 2-WAY	MINITOR PARTS	0%
LTE SYSTEM MAINTENANCE	0941	LTE System Essential & Advanced	LTE System Advanced	0%
Cad_Records	0942	Situational Awareness	Professional Services Adoption	0%
ASTRO SYSTEM MAINTENANCE	0943	Services (Non-SI) Training	Training	0%
SEGMENT OV	0945	EQUIPMENT FINANCING	RPG - MCC	0%
TETRA LEGACY	0946	TETRA TOM100	TETRA TOM100	0%
ASTRO SYSTEM DROPSHIP	0947	Cambium Backhaul Equipment	RAD	10%
ASTRO SYSTEM MAINTENANCE	0948	Astro Infrastructure Repair Services	Local System Repair	0%
PCR	0951	VZ Series	VZ Series	0%
PARTS	0956	Armadillo	PARTS FOR ARMADILLO REPAIR SER	0%
PCR DEVICE MAINTENANCE	0959	PCR Devices Essential	PCR Device Repair	0%
ASTRO SYSTEM DROPSHIP	0963	Cambium Backhaul Equipment	TUT	0%
PCR SYSTEM MAINTENANCE	0964	PCR System Essential & Advanced	PCR System Essential	0%
ASTRO SYSTEM INFRA	0967	D - Infrastructure	PRIV SYS INTLNOC RELEASE	0%
EMERGENCY CALL HANDLING	0968	E911 CONSOLES	Video NG911 Dropship	0%
CYBERSECURITY	0969	Security Services	Astro SUS Patching	0%
CYBERSECURITY	0970	Security Services	Tetra SUS Patching	0%
TETRA SYSTEM MAINTENANCE	0971	PERFORMANCE SERVICES	TETRA Network Performance	0%
TETRA SYSTEM MAINTENANCE	0972	PERFORMANCE SERVICES	ASTRO Network Performance	0%
OTHER	0974	50-50 Revenue Split	INTERNATIONAL SALES ELIM	0%
PCR	0977	Matrix Portable Non-Display	MATRIX DIG PRT PLAIN	0%
ASTRO DEVICE MAINTENANCE	0978	Astro Demand and Local Device Repair	T&M Device Repair	0%

ASTRO SYSTEM DROPSHIP	0980	Computers & Monitors	Third Party Astro Data Applications	0%
NETWORK OTHER SYSTEM	0982	5847_Software Solutions Team	SOFTWARE SOLUTIONS TEAM	0%
Cad_Records	0983	PremierOne Records Recurring	NET RMS MAINTENANCE	0%
ASTRO SYSTEM MAINTENANCE	0984	Astro Infrastructure Tech Support	Software Installs	0%
Cad_Records	0985	PremierOne Syst Discount	PSA SYST DISCOUNT	0%
PARTS	0986	REPLACEMENT PARTS 2-WAY	LEGACY SUBSCRIBER	0%
A & E ACCESSORY	0987	MISC ACCY	SENSORS - Brian	0%
ASTRO SYSTEM MAINTENANCE	0988	Astro Infrastructure Repair Services	Non-MSI Serviceable Item	0%
ASTRO MANAGED SERVICES	0989	Astro LMR As a Service	ASTRO LMR aaS	0%
PCR BUSINESS LIGHT	0990	SHJV Clarigo	SHJV Clarigo	0%
OTHER	0992	50-50 Revenue Split	NO DESCRIPTIONS	0%
OTHER	0993	50-50 Revenue Split	NO DESCRIPTIONS	0%
PCR	0995	Matrix Mobile	MATRIX DIG MOB HIGH	0%
PCR	0996	Crete	Crete	0%
Rave Professional Services	9953	Maps to WWAPC 7034-Rave Wireless SI	Rave Professional Services	0%
Rave Software as a Service	9975	Maps to WWAPC 7035-Rave Wireless SaaS	Rave Software as a Service	0%

LOCALIQ

The Courier

PO Box 631825 Cincinnati, OH 45263-1825

PROOF OF PUBLICATION

Lyndsi Fontenot
GENERAL FUND
Ascension Sheriff's Office
Po Box 268
Donaldsonville LA 70346

STATE OF WISCONSIN, COUNTY OF BROWN

The Gonzales Weekly Citizen, a weekly newspaper of general circulation, printed and published in Gonzales, Ascension Parish, Louisiana; that the publication, a copy of which is attached hereto, was published in the said newspaper in the issues dated:

05/25/2023, 06/01/2023, 06/08/2023

Sworn to and subscribed before on 06/08/2023

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$88.51
Order No: 8833960 # of Copies: 1
Customer No: 818144
PO #: Bid Communications

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

PUBLIC NOTICE INVITATION TO BID - COMMUNICATIONS EQUIPMENT, PARTS AND SERVICES

The Ascension Parish Sheriff's Office will be accepting bids for the purchase of communications equipment, parts and services.

Complete bid specifications may be obtained from www.centralbidding.com, the Ascension Parish Sheriff's Office by contacting Deputy Charles Cassard at 225-621-8312, or by e-mail at ccas-sard@ascensionsheriff.com.

Bids will be opened on Wednesday, June 21, 2023 at 10:00 a.m. at the office of the Sheriff, Ascension Parish Governmental Annex Building, 828 S Irma Gonzales, LA.

All bids must be submitted in a sealed envelope marked "Sealed Bid for Communications Equipment, Parts and Services". Bids may be delivered to the office of the Sheriff, Ascension Parish Governmental Annex Building, 828 S Irma Gonzales, LA, or mailed to P.O. Box 268, Donaldsonville, LA 70346, in time for the bid opening.

Bids may also be submitted online at www.CentralBidding.com.

The Ascension Parish Sheriff's Department reserves the right to reject any and all bids and to waive any formalities.

Sheriff Bobby Webre
8833960 5/25 6/1 6/8/23

MARIAH VERHAGEN
Notary Public
State of Wisconsin



CENTRALBIDDING
FROM CENTRAL AUCTION HOUSE

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 -
- [Logout \(APSOKR\)](#)

Central Bidding Time: Thu Jun 22 2023 08:47:22 GMT-0500 (Central Daylight Time)



INVITATION TO BID - COMMUNICATIONS EQUIPMENT, PARTS, AND SERVICES

[Louisiana](#) > [Ascension Parish Sheriff's Office](#)

Sealed Bid: **66225243**

Listing Information/Advertisement

PUBLIC NOTICE

INVITATION TO BID – COMMUNICATIONS EQUIPMENT, PARTS AND SERVICES

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The Ascension Parish Sheriff's Department reserves the right to reject any and all bids and to waive any formalities.




Sheriff Bobby Webre

Publish May 25th, June 1st, & June 8th 2023.
The Gonzales Weekly Citizen

BID SUBMITTAL INFORMATION

Creator Username: [APSOKR](#)
Bidding Privacy: Bid encryption
Started: 25-May-2023 08:00:00 AM
Ends: 21-Jun-2023 10:00:00 AM (Expired)
History: 292 Views, 0 Messages
Event Status: Expired since 21-Jun-2023 10:00:00 AM
Actions: [Manage Event Details](#)
Visitors: [Visitors/Central Bidding Plan Holders](#)

DOWNLOAD BID DOCUMENTS

-  [ASCENSION PARISH SHERIFF'S OFFICE - COMMUNICATIONS EQUIPMENT, PARTS AND SERVICES 2023-2024.pdf \(37.6 KB\)](#)
-  [2023 APC list.pdf \(178.1 KB\)](#)
-  [2023-24 Submitted Preconfigured Packages.pdf \(147.2 KB\)](#)

TAGS

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PUBLIC MESSAGE BOARD

Discuss questions with the owner/creator of this Listing.

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Please do not include any information that you would not want others to see.

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All updates/changes are listed below::

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Central Auction House, LTD



Indebtedness/Tax Election Form

*As per T.P. Ordinance No. 20-06- Any Tangipahoa Parish district, board or sub-entity seeking approval for bonded indebtedness, to go into debt, or to call a tax election must fill out this form and turn into the Clerk no less than 30 days prior to any council meeting at which the request for approval is to be considered.

*At least one appointed representative of the district, board or sub-entity seeking approval must appear before the Parish Council no less than 30 days prior to the council meeting at which the request for approval is to be considered.

Date: May 6, 2024

District/Board/Sub-Entity: RECREATION DISTRICT NO. 3 OF THE PARISH OF TANGIPAHOA, STATE OF LOUISIANA
RECREATION DISTRICT NO. 3 OF THE PARISH OF TANGIPAHOA, STATE OF LOUISIANA

Representative: Carol Brooke Title: Board Secretary

Requesting: Creation of Bond Indebtedness Tax Election Debt

Proposed Council Meeting Date: May 13, 2024

Please detail the necessity of this request including the plan to repay the debt:

Refunding all or a portion of the District's Limited Tax Revenue and Refunding Bonds, Series 2017.

The proposed refunding bonds will be secured and payable from a pledge and dedications of the revenues to be derived by the District from the levy and collection of an ad valorem tax of 15 mills.

Signature: Carol Brooke

Please return form to Kristen Pecararo at kpecararo@tangipahoa.org



Indebtedness or Tax Election Form

*As per T.P. Ordinance No. 20-06- Any Tangipahoa Parish district, board or sub-entity seeking approval for bonded indebtedness, to go into debt, or to call a tax election must fill out this form and turn into the Clerk no less than 30 days prior to any council meeting at which the request for approval is to be considered.

*At least one appointed representative of the district, board or sub-entity seeking approval must appear before the Parish Council no less than 30 days prior to the council meeting at which the request for approval is to be considered.

Date: May 6, 2024

District/Board/Sub-Entity: Tangipahoa Water District, Tangipahoa Parish, Louisiana

Representative: Charles Schlicher Title: District Administrator

Requesting: Creation of Bond Indebtedness Tax Election Debt

Proposed Council Meeting Date: May 13, 2024

Please detail the necessity of this request including the plan to repay the debt:

The Bonds are being issued to (i) refund all or a portion of the District's outstanding Series 2020 Bonds;

(ii) provide funds to improve and extend the Eastern Heights system; and (iii) pay costs of issuance of the bonds.

The Bonds will be payable from the income and revenues derived from the operation of the District's waterworks system.

Signature: Charles Schlicher

Please return form to Jill DeSouge at jdesouge@tangipahoa.org

T. P. Ordinance No. 24-14

**AN ORDINANCE OF THE TANGIPAHOA PARISH COUNCIL-PRESIDENT
GOVERNMENT APPROVING AN AD VALOREM TAX EXEMPTION OF UP TO
\$2,500 OF THE ASSESSED VALUATION OF PROPERTY RECEIVING
HOMESTEAD EXEMPTION THAT IS OWNED AND OCCUPIED BY A
QUALIFIED FIRST RESPONDER PURSUANT TO ARTICLE VII, SECTION 21(O)
OF THE LOUISIANA CONSTITUTION**

WHEREAS, in its 2023 Regular Session, the Louisiana Legislature passed Act No.179 which proposed an amendment to the Louisiana Constitution to authorize the local governing authority of a parish to provide an ad valorem tax exemption for qualified first responders (as defined therein); and

WHEREAS, the electors of the State of Louisiana at the statewide election held on November 18, 2023, approved the proposed constitutional amendment which added Article VII, Section 21(O); and

WHEREAS, Article VII, Section 21(O)(3) provides that the ad valorem tax exemption for qualified first responders “shall only apply in a parish if it is approved by the parish governing authority;” and

NOW THEREFORE BE IT ORDAINED, the Tangipahoa Parish Council-President Government, as the governing authority for the Parish of Tangipahoa, does hereby approve and make applicable in the Parish of Tangipahoa an ad valorem tax exemption of up to \$2,500 (two thousand five hundred dollars) of the assessed valuation of property receiving the homestead exemption that is owned and occupied by a qualified first responder pursuant to Article VII, Section 21(O) of the Louisiana Constitution.

BE IT FURTHER ORDAINED that this ordinance shall become effective immediately upon signature of the Parish President and all previous ordinances in conflict with said ordinance are hereby repealed.

This ordinance, having been submitted in writing, having been introduced at a public meeting of the Tangipahoa Parish Council, discussed at a public hearing of said council and was submitted to an official vote of the Tangipahoa Parish Council.

On motion by_ and seconded by _, the foregoing ordinance was hereby declared adopted on this 13th day of May 2024 by the following roll-call vote:

YEAS:

NAYS:

ABSENT:

NOT VOTING:

ATTEST:

Jill DeSouge
Clerk of Council
Tangipahoa Parish Council

David P. Vial
Chairman
Tangipahoa Parish Council

INTRODUCED: April 22, 2024

PUBLISHED: May 9, 2024 OFFICIAL JOURNAL Hammond Daily Star

ADOPTED BY TPC: May 13, 2024

DELIVERED TO PRESIDENT: _____ day of May, 2024 at _____

APPROVED BY PRESIDENT: _____
Robby Miller Date

VETOED BY PRESIDENT: _____
Robby Miller Date

RECEIVED FROM PRESIDENT: _____ day of May, 2024 at _____

T. P. Ordinance No. 24-15

AN ORDINANCE TO GRANT A VARIANCE TO SECTION 36-90-MINOR SUBDIVISION STANDARDS, (A)(4)(B)(III)-5 ACRE PARCELS FOR C&S PROPERTIES, LLC, ASSESSMENT #6091741 IN DISTRICT 2

WHEREAS, C&S Properties, LLC is requesting a variance to divide 27.646 acres in 5 lots of record CS-1 (3.930acres); CS-2 (5.000acres); CS-3 (5.000acres); CS-4 (6.858acres); CS-5 (6.858acres) located in Section 38 of T4S-R8E, Assessment #6091741; and

WHEREAS, C&S Properties, LLC, owns 27.646 acres with two existing family dwellings with road frontage to each dwelling and with the current location of the dwellings the division of property creates a U shaped division for 3 lots (*as per drawing dated February 21, 2024 by Kyle Sharp*) with CS-1 to be 3.930 acres for a **shortage of 1.07** acres of the required 5 acres; and

WHEREAS, the Tangipahoa Parish Code of Ordinances read in Chapter 36 Planning and Development, Article IV Standards for Subdivision of Property, Section 36-90 Minor subdivision standards (a) General standards for minor subdivisions pertaining to the division and partition of property, (4) *Residential minor partitions*. A minimum 60-foot width must be provided for any new right-of-way or private road for road access, drainage, utilities and sewage. This must be provided for any new lots not fronting on an existing publicly-maintained road, or existing private road. Lots may be allowed on existing publicly maintained roadways or on existing private recorded with the 911 office prior to the date of the adoption of the ordinance (January 23, 2023) from which this chapter is derived, provided each type meets the minimum infrastructure requirements. Future divisions proposed within 10 years of original approval must follow all major subdivision regulations including planning commission approval. (b) *Mini partitions fronting on a private road*. A private road can be existing with a minimum of 60 foot width in accordance with Chapter 42 and Appendix C. The road must be recognized by 911 and public works. A 20 foot wide easement dedicated for sewer leading to a publicly maintained waterway shall be required to be identified on an existing private road. These proposed subdivisions as defined in this subsection shall meet the standards of section 36-89(d), subsection (a) of this section. The survey must include a note saying, "After this property division, no further division is allowed within 10 years or until the private road is upgraded to parish construction standards." Roads in this type of partition may be paved or gravel surfaced. Prospective owners must be advised of public service restrictions as stated in section 36-89(d). Previous Planning Department approved divisions of property must have lapsed 10 years from approval date to allow any future divisions. (iii) A tract of land consisting of twenty (20) to thirty-five (35) acres and fronting on a private road may be subdivided into no more than seven (7) parcels of at least (5) acres with each parcel having a minimum of 250 feet of frontage on least (5) acres with each parcel having a minimum of 250 feet of frontage on the private road.; and

WHEREAS, on April 9, 2024, the Planning Commission voted to recommend approval of the variance request by C&S Properties, LLC, to allow for the creation of 5 lots located in Section 38 of T4S-R8E, Assessment #6091741 with CS-1 being 3.930 acres due to the position of the house and the lot frontage being on the north side of the property, the new driveway access will cause a shortage of required lot size for the adjacent lot; and

THEREFORE BE IT ORDAINED by the Tangipahoa Parish Council-President Government, governing authority of Tangipahoa Parish, State of Louisiana, that a variance to the section of the Tangipahoa Parish Code of Ordinances, Parish of Tangipahoa, State of Louisiana, be granted to C&S Properties, LLC to allow for the creation of 5 lots of record located in Section 38 of T4S-R8E, Assessment #6091741 with CS-1 being 3.930 acres, once all other requirements have been satisfied;

This ordinance having been submitted in writing, having been introduced at a public meeting of the Tangipahoa Parish Council, discussed at a public hearing of said council and was submitted to an official vote of the Tangipahoa Parish Council.

On motion by_ and seconded by _ , the foregoing ordinance was hereby declared adopted on this 13th day of May, 2024 by the following roll-call vote:

YEAS:

NAYS:

ABSENT:

NOT VOTING:

ATTEST:

Jill DeSouge
Clerk of Council
Tangipahoa Parish Council

David P. Vial
Chairman
Tangipahoa Parish Council

INTRODUCED: April 22, 2024

PUBLISHED: May 9, 2024

OFFICIAL JOURNAL Hammond Daily Star

ADOPTED BY TPC: May 13, 2024

DELIVERED TO PRESIDENT: _____ day of May, 2024 at _____

APPROVED BY PRESIDENT: _____
Robby Miller Date

VETOED BY PRESIDENT: _____
Robby Miller Date

RECEIVED FROM PRESIDENT: _____ day of May, 2024 at _____

T. P. Ordinance No. 24-16

AN ORDINANCE TO GRANT A VARIANCE TO SECTION 36-90-MINOR SUBDIVISION STANDARDS, (A)(2) FRONTAGE FOR C&S PROPERTIES, LLC, ASSESSMENT #6091741 IN DISTRICT 2

WHEREAS, C&S Properties, LLC is requesting a variance to divide 27.646 acres in 5 lots of record CS-1 (3.930acres); CS-2 (5.000acres); CS-3 (5.000acres); CS-4 (6.858acres); CS-5 (6.858acres) located in Section 38 of T4S-R8E, Assessment #6091741; and

WHEREAS, C&S Properties, LLC, owns 27.646 acres with two existing family dwellings with road frontage to each dwelling and with the current location of the dwellings the division of property creates a U shaped division for 3 lots (*as per drawing dated February 21, 2024 by Kyle Sharp*) with CS-1 to have road frontage of 51.19' for a **shortage of 73.81'** of the required 125' road frontage; and

WHEREAS, the Tangipahoa Parish Code of Ordinances read in Chapter 36 Planning and Development, Article IV Standards for Subdivision of Property, Section 36-90 Minor subdivision standards (a) General standards for minor subdivisions pertaining to the division and partition of property, (2) *Frontage*. Lots shall have a minimum road frontage of 125 feet on a publicly maintained road or existing private road as recorded with the parish's 911 office prior to the date of the adoption of the ordinance on January 23, 2023; and

WHEREAS, on April 9, 2024, the Planning Commission voted to recommend approval of the variance request by C&S Properties, LLC, to allow for the creation of 5 lots located in Section 38 of T4S-R8E, Assessment #6091741 with CS-1 having a road frontage of 51.19' due the driveway serving both structures that are vacant. The house needs a separate driveway due to a small culvert crossing a drainage ditch interior in the property and cannot handle traffic for 2 structures. Dividing the property will allow for a more conforming lot for the mobile home and the house.; and

THEREFORE BE IT ORDAINED by the Tangipahoa Parish Council-President Government, governing authority of Tangipahoa Parish, State of Louisiana, that a variance to the section of the Tangipahoa Parish Code of Ordinances, Parish of Tangipahoa, State of Louisiana, be granted to C&S Properties, LLC to allow for the creation of 5 lots of record located in Section 38 of T4S-R8E, Assessment #6091741 with CS-1 having a road frontage of 51.19', once all other requirements have been satisfied;

This ordinance having been submitted in writing, having been introduced at a public meeting of the Tangipahoa Parish Council, discussed at a public hearing of said council and was submitted to an official vote of the Tangipahoa Parish Council.

On motion by_ and seconded by _ the foregoing ordinance was hereby declared adopted on this 13th day of May, 2024 by the following roll-call vote:

YEAS:

NAYS:

ABSENT:

NOT VOTING:

ATTEST:

Jill DeSouge
Clerk of Council
Tangipahoa Parish Council

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Chairman
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DELIVERED TO PRESIDENT: _____ day of May, 2024 at _____

APPROVED BY PRESIDENT: _____
Robby Miller Date

VETOED BY PRESIDENT: _____
Robby Miller Date

RECEIVED FROM PRESIDENT: _____ day of May, 2024 at _____



15485 CLUB DELUXE ROAD
HAMMOND, LA 70403
OFFICE: (985) 340-9028
FAX: (985) 340-9029
PLANNING@TANGIPAHOA.ORG

April 10, 2024

RE: C & S Properties

Owners - *C & S Properties LLC*, Assessment# 6091741 Sec-38, T4S, R8E (Council District #2). A request to grant a variance to Ordinance #36-90 Minor Subdivision Standards a) 2 and Section 36-90 a)4)b)3.

- **Section 36-90 Minor Subdivision Standards a) 2)** Frontage min required 125' on public road,
- **Section 36-90 a)4)b)3)** A tract of land consisting of 20 to 35 acres and fronting on a private road may be subdivided into no more than seven parcels of at least five acres with each parcel having a minimum of 250 feet of frontage on the private road, requesting lot CS-1 to be 3.930 acres instead of the required 5 acres (1.07 acres shortage).

To Whom It May Concern:

On April 9, 2024 the Planning Commission recommended approval for a variance to be granted from the required 125' road frontage on public road, requesting 51.19' frontage that is existing on "U" shaped property (73.81' shortage) for proposed lot CS-2. As per drawing dated February 21, 2024. This property is shaped like a "U" and has 2 road frontages. One of the frontages is 51.19' and allows for access to the mobile home. This driveway served both structures that are vacant. The house needs a separate driveway due to a small culvert crossing a drainage ditch interior in the property and can not handle traffic for 2 structures. Dividing the property will allow for a more conforming lot for the mobile home and the house. In order to allow for this division one lot will only have 51.19' frontage.

The request for a second variance on the same parcel to be granted from the required 5 acres, requesting lot CS-1 to be 3.930 acres instead of the required 5 acres (1.07 acres shortage). Due to the position of the house and the lot frontage being on the north side of the property the new driveway access will cause a shortage of required lot size for the adjacent lot.

Move here.

SITE DATA:

- 1. No. LOTS: 5
- 2. TOTAL ACREAGE: 27.646
- 3. ASSESSMENT NUMBER: 6091741
- 4. CASH DEED FILED AT COB 1661 PG 661.
- 5. SURVEY MADE AT THE REQUEST OF JAMIE ROGERS (ROGERS LAND HOLDINGS, LLC) & CHARLIE BOLLINGER (C&S PROPERTIES - L, LLC)

GENERAL NOTES:

- 1. THIS SURVEY SHALL NOT CONSTITUTE A LEGAL OPINION OF TITLE AND WAS BASED SOLELY ON INFORMATION PROVIDED BY THE CLIENT; NO ABSTRACT WAS OBTAINED TO VERIFY OWNERSHIP OF PROPERTY.
- 2. A WETLANDS INVESTIGATION WAS NOT REQUESTED AND IS NOT PART OF THIS SURVEY.
- 3. REPRODUCTION OF THIS PRINT IS PROHIBITED EXCEPT BY PERMISSION OF THIS FIRM.
- 4. THERE IS NO REPRESENTATION THAT ALL APPLICABLE SERVITUDES AND OR RESTRICTIONS HAVE BEEN SHOWN HEREON. ANY SERVITUDES AND OR RESTRICTIONS SHOWN HEREON ARE LIMITED TO THOSE FURNISHED BY THE CLIENT.
- 5. NOT ALL IMPROVEMENTS LOCATED.
- 6. (S) = SURVEYED; (R) = RECORD

- ⊙ DENOTES "Fd. 5/8" I.R." (UNLESS OTHERWISE NOTED)
- ⊙ DENOTES "Fd. 1" I.P." (UNLESS OTHERWISE NOTED)
- DENOTES "Set 1/2" I.P." (UNLESS OTHERWISE NOTED)

SETBACKS:

- FRONT - 25 FEET
- REAR - 10 FEET
- SIDE - 10 FEET

FLOOD CERTIFICATION:

ACCORDING TO FEMA F.I.R.M. PANEL ID 22105C0250F EFFECTIVE DATE 07/22/2010; THIS PROPERTY LIES IN FLOOD ZONES "A" & "X"

REFERENCES:

- 1. SURVEY OF 2.605 ACRES FOR JOSEPH E. LESTER ESTATE LOCATED IN SECTION 38, T4S-R8E, PARISH OF TANGIPAHOA, LA BY DAVID D. LANIER, P.L.S., DATED 12-7-2000.
- 2. PLAT OF SURVEY SHOWING PROPERTY (1.00 AC) LOCATED IN SECTION 38, T4S-R8E, PARISH OF TANGIPAHOA, LA BY WALLACE L. ADAMS, P.L.S., C.E., DATED 5-22-1987.
- 3. PLAT SHOWING THE RICHARD HEWITT HEIRS TO SIMPSON NEAL, JR. SURVEY LOCATED IN SECTION 38, T4S-R8E, PARISH OF TANGIPAHOA, LA BY O.C. HOLLISTER, P.L.S., DATED 7-9-1980.
- 4. PLAT SHOWING SURVEY OF THE JEAN MOREL & VERA BENNETT ESTATES LOCATED IN SECTIONS 21, 22, & 38, T4S-R8E, PARISH OF TANGIPAHOA, LA BY ROBERT G. BARRILLEAUX, P.L.S., DATED 8-13-2007 & REVISED 10-3-2007.
- 5. PLAT OF SURVEY OF 113.15-AC OF LAND LOCATED IN SECTION 38, T4S-R8E, PARISH OF TANGIPAHOA, LA BY WALLACE L. ADAMS, P.L.S., DATED 5-12-1972.

BASE BEARING:

GPS-C4GNET-RTN (LA SOUTH ZONE - NAD83)

POINT OF BEGINNING:

THE POINT OF BEGINNING IS N69°36'50"E 659.57 FEET & N20°12'47"W 643.26 FEET FROM THE SOUTHWEST CORNER OF SECTION 38, T4S-R8E. (REF. #4)

CERTIFICATION:

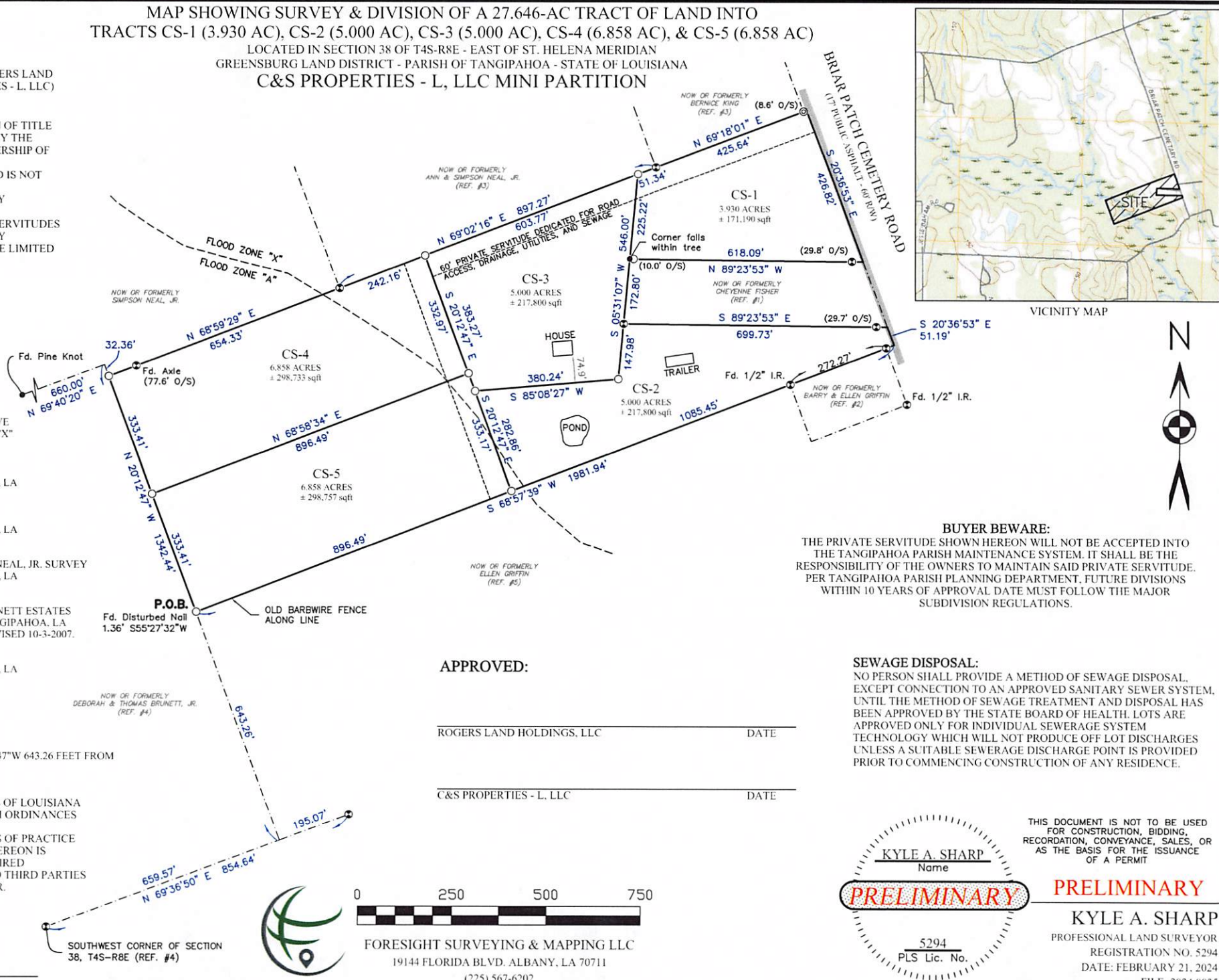
THIS MAP IS MADE IN ACCORDANCE WITH THE PROVISIONS OF LOUISIANA REVISED STATUTES 33:5051 AND CONFORMS TO ALL PARISH ORDINANCES AND LAWS AT THE TIME OF THIS SURVEY.

THIS MAP IS MADE IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR A CLASS "C" BOUNDARY SURVEY. THE CERTIFICATE HEREON IS SPECIFICALLY RESTRICTED TO THE CLIENT FOR THIS REQUIRED SUBDIVISION OF PROPERTY ONLY. IT DOES NOT EXTEND TO THIRD PARTIES UNLESS THE PLAT IS PROPERLY REVISED BY THE CERTIFIER.

APPROVED:

PLANNING DEPARTMENT REPRESENTATIVE _____ DATE _____

MAP SHOWING SURVEY & DIVISION OF A 27.646-AC TRACT OF LAND INTO TRACTS CS-1 (3.930 AC), CS-2 (5.000 AC), CS-3 (5.000 AC), CS-4 (6.858 AC), & CS-5 (6.858 AC) LOCATED IN SECTION 38 OF T4S-R8E - EAST OF ST. HELENA MERIDIAN GREENSBURG LAND DISTRICT - PARISH OF TANGIPAHOA - STATE OF LOUISIANA C&S PROPERTIES - L, LLC MINI PARTITION



BUYER BEWARE:

THE PRIVATE SERVITUDE SHOWN HEREON WILL NOT BE ACCEPTED INTO THE TANGIPAHOA PARISH MAINTENANCE SYSTEM. IT SHALL BE THE RESPONSIBILITY OF THE OWNERS TO MAINTAIN SAID PRIVATE SERVITUDE, PER TANGIPAHOA PARISH PLANNING DEPARTMENT. FUTURE DIVISIONS WITHIN 10 YEARS OF APPROVAL DATE MUST FOLLOW THE MAJOR SUBDIVISION REGULATIONS.

SEWAGE DISPOSAL:

NO PERSON SHALL PROVIDE A METHOD OF SEWAGE DISPOSAL, EXCEPT CONNECTION TO AN APPROVED SANITARY SEWER SYSTEM, UNTIL THE METHOD OF SEWAGE TREATMENT AND DISPOSAL HAS BEEN APPROVED BY THE STATE BOARD OF HEALTH. LOTS ARE APPROVED ONLY FOR INDIVIDUAL SEWERAGE SYSTEM TECHNOLOGY WHICH WILL NOT PRODUCE OFF LOT DISCHARGES UNLESS A SUITABLE SEWERAGE DISCHARGE POINT IS PROVIDED PRIOR TO COMMENCING CONSTRUCTION OF ANY RESIDENCE.

APPROVED:

ROGERS LAND HOLDINGS, LLC DATE _____

C&S PROPERTIES - L, LLC DATE _____

0 250 500 750

FORESIGHT SURVEYING & MAPPING LLC
19144 FLORIDA BLVD. ALBANY, LA 70711
(225) 567-6202

KYLE A. SHARP
Name

PRELIMINARY

5294
PLS Lic. No.

THIS DOCUMENT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING, RECORDATION, CONVEYANCE, SALES, OR AS THE BASIS FOR THE ISSUANCE OF A PERMIT

PRELIMINARY

KYLE A. SHARP
PROFESSIONAL LAND SURVEYOR
REGISTRATION NO. 5294
DATE: FEBRUARY 21, 2024
FILE: 2024.0025

T. P. Ordinance No. 24-17

AN ORDINANCE TO AMEND CHAPTER 18-FIRE PREVENTION AND PROTECTION, SECTION 18-3-FIRE PREVENTION BUREAU

Chapter 18 FIRE PREVENTION AND PROTECTION

Sec. 18-3. Fire Prevention Bureau

Definition:

The ~~Tangipahoa Parish Fire Protection District No. 1~~ Fire Prevention Bureau is created pursuant R.S. 40:1563 for the purpose and establishment of reasonable levels of fire safety and property protection created from the hazards created by fire and explosion located within the boundaries of Tangipahoa Parish Fire Protection District No. 1 (as described in Section 40-44) and Tangipahoa Parish Fire Protection District No. 2 (as described in Section 40-64). The Fire Prevention Bureau assumes the responsibility and liability for inspections conducted by the Fire Prevention Bureau and releases the State Fire Marshal and any other State Entity from said inspections.

Intent of the Bureau:

The parish does hereby organize and recognize a Fire Prevention Bureau encompassing the boundaries of Tangipahoa Parish Fire Protection District No. 1 (as described in Section 40-44) and Tangipahoa Parish Rural Fire Protection District No. 2 (as described in Section 40-64) with the purpose and ~~It is the~~ intent of the Bureau to prescribe regulations consistent with the provisions provided in Louisiana R. S. 40:1563 et seq. as well as regulations consistent with nationally recognized good practices for the safeguarding to a reasonable degree of life and property from the hazards of fire and explosion arising from the storage, handling and use of hazardous substances, materials, and devices, and from conditions hazardous to life or property in the use of occupancy of building or premises. The most current State of Louisiana adopted version of the fire life safety code will be the minimum code and standard requirements and practices which will be utilized by the bureau.

The Code:

The term "The Code" in General Provisions ~~make~~ shall reference to ~~those~~ all technical codes adopted by Tangipahoa Parish Fire Protection District No. 1 and Tangipahoa Parish Rural Fire Protection District No. 2 to establish a reasonable level of fire safety and property protection from the hazards created by fire and explosion, including, but not limited to, the most recent State of Louisiana adopted version of the National Fire Protection Agency Life Safety Code (NFPA 101) and, as a maintenance code, the State of Louisiana Uniform Fire Prevention Code as defined in R.S. 40:1578.7.

The Bureau:

The Fire Prevention Bureau will be headed by the Chief of the Fire Department, or a person designated by the Chief of the Fire Department. The Bureau will be staffed by qualified individuals whose credentials have been reviewed and accepted by the State Fire Marshall.

The Bureau will conduct maintenance inspections on behalf of the Fire Marshall. The Fire Marshall shall have the authority to monitor the performance of the Fire Prevention Bureau in the performance of those functions which would otherwise be performed by the Fire Marshall.

Sec. 18-4. ~~Independence Fire Department Fire Protection Bureau~~

Definition:

~~————The Independence Fire Department’s Fire Prevention Bureau is created for the purpose and establishment of reasonable levels of fire safety and property protection created from the hazards created by fire and explosion located within the boundaries of the Independence Fire Department.~~

Intent of the Bureau:

~~It is the intent of the Bureau to prescribe regulations consistent with the provisions provided in Louisiana R. S. 40:1563 as well as regulations consistent with nationally recognized good practice for the safeguarding to a reasonable degree of life and property from the hazards of fire and explosion arising from the storage, handling and use of hazardous substances, materials, and devices, and from conditions hazardous to life or property in the use of occupancy of building or premises. The most current State of Louisiana adopted version of the fire life safety code will be the minimum code which will be utilized by the bureau.~~

The Code:

~~The term "The Code" in General Provisions make reference to those technical codes adopted by Tangipahoa Parish Fire Protection District No. 2 to establish a reasonable level of fire safety and property protection from the hazards created by fire and explosion, including, but not limited to, the most recent State of Louisiana adopted version of the National Fire Protection Agency Life Safety Code (NFPA 101) and, as a maintenance code, the State of Louisiana Uniform Fire Prevention Code as defined in R.S. 40:1578.7.~~

The Bureau:

~~The Fire Prevention Bureau will be headed by the Chief of the Fire Department, or a person designated by the Chief of the Fire Department. Bureau will be staffed by qualified individuals whose credentials have been reviewed and accepted by the State Fire Marshall.~~

~~The Bureau will conduct maintenance inspections on behalf of the Fire Marshall. The Fire Marshall shall have the authority to monitor the performance of the Fire Prevention Bureau in the performance of those functions which would otherwise be performed by the Fire Marshall.————~~

This ordinance having been submitted in writing, having been introduced at a public meeting of the Tangipahoa Parish Council, discussed at a public hearing of said council and was submitted to an official vote of the Tangipahoa Parish Council.

On motion by_ and seconded by _, the foregoing ordinance was hereby declared adopted on this 28th day of May, 2024 by the following roll-call vote:

YEAS:

NAYS:

ABSENT:

NOT VOTING:

ATTEST:

Jill DeSouge
Clerk of Council
Tangipahoa Parish Council

David P. Vial
Chairman
Tangipahoa Parish Council

INTRODUCED: May 13, 2024

PUBLISHED: May 23, 2024

OFFICIAL JOURNAL Hammond Daily Star

ADOPTED BY TPC: May 28, 2024

DELIVERED TO PRESIDENT: _____ day of May, 2024 at _____

APPROVED BY PRESIDENT: _____
Robby Miller Date

VETOED BY PRESIDENT: _____
Robby Miller Date

RECEIVED FROM PRESIDENT: _____ day of May, 2024 at _____

T. P. Ordinance No. 24-18

AN ORDINANCE TO AMEND CHAPTER 34-OFFENSES AND MISCELLANEOUS PROVISIONS, SECTION 34-16 – PROHIBITING THE SALE OF MITRAGYNA SPECIOSA KORTH (KRATOM) AND/OR ANY OF ITS ANALOG IN TANGIPAHOA PARISH

WHEREAS, Kratom is an herbal extract that comes from the leaves of an evergreen tree (*Mitragyna speciosa*) grown in Southeast Asia. Although people who take kratom believe in its value, researchers who have studied kratom think its side effects and safety problems more than offset any potential benefits; and

WHEREAS, Kratom has been reported to cause abnormal brain functions when taken with prescription medicine. The effects of Kratom become stronger as the quantity taken increases and is known to cause death. Kratom is not currently regulated in the United States, and federal agencies are taking action to combat false claims about kratom; and studies on the effects of kratom have identified many safety concerns and no clear benefits.

WHEREAS, the Tangipahoa Parish Council Government-President does hereby declare that the use of *Mitragyna Speciosa Korth* (Kratom) and/or any of its analogs is a serious problem affecting the health and welfare of all citizens. The Tangipahoa Parish Council Government-President does further declare and determine that all reasonable steps should be taken to prohibit the sale of *Mitragyna Speciosa Korth* (Kratom) and/or any of its analogs in Tangipahoa Parish; and

WHEREAS, the Tangipahoa Parish Council Government-President hereby deems it necessary and proper for good government, order and protection of persons and property, and for the preservation of public health, safety and welfare of the Parish and its inhabitants; and

NOW THEREFOR BE IT ORDAINED, by Tangipahoa Parish Council Government-President, State of Louisiana, Chapter 34 is amended as follows:

Chapter 34 OFFENSES AND MISCELLANEOUS PROVISIONS

ARTICLE I. IN GENERAL

Sec. 34-16. – Prohibiting the sale of *Mitragyna Speciosa Korth* (Kratom) and/or any of its analog

- (a) It shall be illegal for any person, business, or legal entity to sell, distribute, or possess with the intent to sell or distribute *Mitragyna Speciosa Korth* (Kratom) and/or any of its analogs in the Parish of Tangipahoa.
- (b) Penalties.
 - (1) On a first conviction for a violation of the provisions of subsection (a) the person shall be fined not more than five hundred dollars (\$500.00) or imprisoned for not more than six (6) months, or both.
 - (2) On a second conviction for a violation of the provisions of subsection (a) the person shall be fined one thousand dollars (\$1,000.00) or imprisoned for not more than six (6) months, or both.
 - (3) On a third or subsequent offense conviction for a violation of the provisions of subsection (a) the person shall be fined one thousand, five hundred dollars (\$1,500.00) or imprisoned for not more than six (6) months, or both and they shall be subject to a forfeiture of their business license or other occupational license to operate in the Parish.

This ordinance having been submitted in writing, having been introduced at a public meeting of the Tangipahoa Parish Council, discussed at a public hearing of said council and was submitted to an official vote of the Tangipahoa Parish Council.

On motion by_ and seconded by _ , the foregoing ordinance was hereby declared adopted on this 18th day of May, 2024 by the following roll-call vote:

YEAS:

NAYS:

ABSENT:

NOT VOTING:

ATTEST:

Jill DeSouge
Clerk of Council
Tangipahoa Parish Council

David P. Vial
Chairman
Tangipahoa Parish Council

INTRODUCED: May 13, 2024

PUBLISHED: May 23, 2024

OFFICIAL JOURNAL Hammond Daily Star

ADOPTED BY TPC: May 28, 2024

DELIVERED TO PRESIDENT: _____ day of May, 2024 at _____

APPROVED BY PRESIDENT: _____
Robby Miller Date

VETOED BY PRESIDENT: _____
Robby Miller Date

RECEIVED FROM PRESIDENT: _____ day of May, 2024 at _____

T. P. Ordinance No. 24-19

AN ORDINANCE TO AMEND AND ENACT CHAPTER 36-PLANNING AND DEVELOPMENT, ARTICLE VIII-DEVELOPMENTS WITH SPECIAL PROVISIONS, SEC 36-220 GENERAL STANDARDS AND SEC 36-225 SOLID WASTE FACILITIES – C&D SITES

Chapter 36 – PLANNING AND DEVELOPMENT
ARTICLE VIII. DEVELOPMENTS WITH SPECIAL PROVISIONS

Sec. 36-220. General standards.

All the following commercial developments requiring special provisions are solely governed by the following procedures. Any commercial development listed below shall be exempt from the standard commercial development procedures not found in this section.

- (1) *In general.*
 - a. These developments are generally considered a nuisance to the public. In order to protect public health and reduce hazards to safety, these developments must follow the provisions of this subsection.
 - b. If these commercial developments contract, lease, sublease or sell any interest in the project or property, they must notify the parish permit office no later than 90 days prior to the execution of any agreement to transfer said interest.
 - c. Types of commercial developments that require a commercial site approval include the following:
 1. Firing or shooting ranges.
 2. Mining operation such as but not limited to dirt, sand, and gravel pits.
 3. Temporary housing shelters.
 4. Jails or prisons.
 5. Businesses where bars or lounges are the primary use.
 6. Adult uses or adult entertainment as defined herein.
 7. Junk yards for vehicles, salvage yards, scrap yards, or for any business in any phase of reclamation.
 8. Renewable energy plants such as solar, wind, hydro, geothermal, biomass.
 9. Towers, including, but not limited to, cellular and radio towers.
 10. Landfills, incinerators, or waste disposal dumps/sites.
 11. Solid waste disposal (DEQ) Type III/Construction Debris (C&D Site)
- (2) *Approval process.*
 - a. These developments will get site plan approval by the technical review committee (TRC), and then forwarded to the parish council.
 - b. The parish council will hold a public hearing and a resolution must be passed in order to proceed to the permitting process.
 - c. Before issuance of any permit the TRC must give final approval.

Sec. 36-225 Solid Waste Facilities – C&D Sites

- (a) **Purpose.** The purpose of this section is to establish minimum requirements and regulations for construction of solid waste facilities, specifically C&D Sites.
- (b) **Definitions.** The following words, terms and phrase, when used in the section shall have the meanings ascribed to them in the subsection. Additional words, terms, or phrases used in this article may be defined in accordance with the definitions as set in the Louisiana Environmental Regulatory Code, Title 33, Part VII, § 115.45wq63ee

Construction/Demolition (C&D) Debris means nonhazardous waste generally considered not water-soluble that is produced in the process of construction, remodeling, repair, renovation, or demolition of structures, including buildings of all types (both residential and non-residential). Solid waste that is not C&D debris (even if resulting from the construction, remodeling, repair, renovation, or demolition of structures) includes, but is not limited to, regulated asbestos-containing material (RACM) as defined in LAC 33:III.5151. B, white goods, creosote-treated lumber, and any other item not an integral part of the structure. Burning not allowed.

- (c) **Application Requirements**
 - (1) Application notification with Letter of Intent shall be given to the Council Clerk.
 - (2) Letter of Intent outlining all operations on the property.
 - (3) Application shall be submitted to the Planning Department for TRC (Technical Review Committee) for a preliminary site plan review.
 - (4) Site plan must include the following:
 - a. Vicinity Map
 - b. North Arrow
 - c. Owner and Applicant name

- d. Adjacent property owners' names including across the street.
 - e. Ingress/egress
 - f. Buffers
 - g. Development site areas. Areas that will be disturbed.
 - h. Flood zones, Floodways, Laterals etc.
 - i. Existing and proposed structures on site
 - j. Council District
 - k. Adjacent land uses
 - l. Existing topographic map
- (5) TRC will review the site plan and give a preliminary site plan approval. The site plan review will focus on ingress/egress, buffers, adjacent land uses, drainage requirements, FEMA regulations, but not limited to.

(d) Approval process/TRC (Technical review committee)

(1) Preliminary approval

- a. TRC shall provide all design requirements to the applicant. The applicant must acknowledge receipt of the design requirements.
- b. TRC will review the site and give a preliminary site plan approval based on application requirements listed in Section 36-225 (c)
- c. Applicant will provide the council clerk with the application, letter of intent, TRC preliminary review approval letter, site plans, proof of all public notifications.
- d. The parish council will hold a public hearing and a resolution must be passed to proceed with the DEQ application process.
- e. Once DEQ application process is complete and approved, the plan must go back to TRC for final review and approval. The final TRC review approval shall be forwarded to the Parish Council for final approval.
- f. Permit process can begin as per Section 36-225 (g) , (h), (i)

(2) Final review approval

This review will be issued by TRC and based on outside agency approvals that apply. Additional information can be requested.

- a. A 200-foot buffer zone with an outside 25 ft required to grow in a natural state if not wooded, and if wooded the 25 ft buffer must remain wooded. The internal 175 ft can be used for roadways, infrastructure, buildings, drainage laterals etc. Must follow all DEQ buffer requirements as well.
- b. Ingress / Egress shall front on a DOTD highway.
- c. DOTD approval required.
- d. Landscaping as required by DEQ.
- e. Submission of space reduction methods plan is required. Ex. Compactor or other accepted methods.
- f. Recycling plan and implementation plan required yearly by July 1st with yearly amounts of material recycled reports to Tangipahoa Parish Regional Solid Waste Facility (Landfill).
- g. Water discharge monitoring required with reporting to state DEQ and Tangipahoa Parish Government copies on all DEQ reporting to Tangipahoa Parish Regional Solid Waste Facility (Landfill).
- h. Maximum of 4 permanent sites in Tangipahoa Parish:
 - i. Two (2) sites located below Highway 40 and two (2) allowed above Highway 40.
 - ii. Location of allowed construction collection to be regulated by Solid Waste Ordinance Section 38-84. Same as allowed garbage collection area.
- i. Required to meet friable asbestos DEQ requirements.
- j. Flood Zones and Floodways
 - i. Any improvements, storage materials, etc. in the flood hazard areas or floodway must follow the requirements in Article IX. - Flood Prevention and Protection.
 - ii. Any improvements in flood hazard areas must adhere to 1' of freeboard.
 - iii. No items are to be stored or built in a floodway unless considered in the technical data required in Article IX-Flood Prevention and Protection.
 - iv. Any modification to any watercourse shall meet the standards of the National Flood Insurance Program and shall include an approved Conditional Letter of Map Revision (CLOMR) pre project and a post project Letter of Map Revision (LOMR) reflecting those changes. All submittals must cause a No Rise and all technical data shall be submitted to Tangipahoa Parish Government for approval prior to site modifications as required in Article IX-Flood Prevention and Protection.
 - v. Any construction of site levees located within a Special Flood Hazard Area as per the adopted DFIRM including but not limited for containment of runoff shall meet the standards of the National Flood Insurance Program and shall include an approved Conditional Letter of Map Revision (CLOMR) pre project and a post project Letter of Map Revision (LOMR) reflecting those changes. All submittals must cause a No Rise and all technical data shall be submitted to Tangipahoa Parish

Government for approval prior to site modifications as required in Article IX-Flood Prevention and Protection.

k. Drainage

- i. Approval required from Drainage District Administrator and/or Parish engineer.
- ii. All Parish Drainage, Stormwater, and FEMA requirements must be met in accordance with Chapter 36.
- iii. Perimeter levees shall protect from 100-year flood plan required. If in special flood hazard area, condition letter of map revision required prior to construction.
- iv. Surface runoff diversion levees, canals, or devices shall be installed to prevent drainage from the units of facility that has not received final cover. System shall be designed to collect and control a 100-year storm event or peak discharge from a 100-year storm event.
- v. Any re-routed drainage lateral must be re-routed fully on the debris site property. A lateral is one that is located within 500 ft of the development boundary from a "stream" designated on the USGS quadrangular sheet or designated on the Tangipahoa Parish Numbered Lateral Map.

l. Before issuance of any permit the TRC and Parish Council must have issued an approval.

(e) Public Notice/Public Hearing

The parish council must give due consideration to the impact of the proposed C&D facility at the public meetings. Consideration shall include review of the thoroughness of the application and a thorough hearing of public input. Based upon the hearings, the parish council may vote to deny the application, request further information, or issue a preliminary acceptance of the C&D applications. Preliminary acceptance may be given by the parish council only after all necessary information has been provided and presented at the public hearing, with the full public hearing and full public consideration of the potential adverse effects of the proposed C&D facility.

Any request for an application/permit to operate a C&D facility in the parish made to the parish council-president government shall be governed by the following public notice requirements:

(1) Public Notice

Public Notices must be published, mailed, and posted 30 days prior to all public hearings. This shall be at the expense of the person requesting the C&D facility. It must clearly state the intent to apply for a C&D facility application in the parish. The advertisement must state the proposed location, size and type of C&D facility sought to be established, as defined by those regulations of the state department of environmental quality. For the first public meeting, the notices shall be publicized as the "Initial Public Notice of C&D Facility."

For the second public meeting, this notice shall be publicized as the "Second and Final Public Notice of C&D Facility."

The public meeting shall be scheduled by the parish council and the public meeting notice documentation must be provided to the council clerk as per the requirements listed in this section.

- a. A two-inch-by-two-inch notice in the newspaper of general circulation in the parish.
- b. Certified mail shall be sent to all adjacent property owners within a 3,000-foot radius of the boundaries of the proposed C&D facility shall be made. This notice shall be sent by the applicant through property information obtained by the parish clerk of court. Including across streets and highways. A list of names and addresses to whom the notices were sent, including return receipts, shall be made available to the parish council.
- c. A white sign must be a minimum of four by eight feet (4' X 8'). Minimum of four-inch (4) high letters. Located with no obstructions within twenty-five (25) feet of each public right-of-way on which the tract of the proposed development fronts. Multiple signs are required at corner sites.

(2) Public Hearing

a. Initial public hearing

- i. At the initial public meeting, the parish council shall consider and vote on the application by resolution. After due consideration of the impact of the proposed C&D facility and a thorough hearing of public input, and TRC preliminary review, the parish council may vote to deny the application, request further information, or grant an application subject to final approval by ordinance of the parish council-president government. This shall be publicized as "Initial Public Notice of Proposed C&D Facility."

b. Second public hearing

- i. At the second public meeting, the parish council shall consider and vote on the application a second time. After due consideration of the impact of the proposed C&D facility and a thorough hearing of public input, and TRC final review, the parish council may vote to deny the application, request further information, or grant an application subject to final approval by ordinance of the parish council-president government, which will require the item on the published agenda at least 30 days before the item is considered. The final approval shall be by the introduction and

shall be publicized as "Second and Final Public Notice of C&D Facility", and passage of an ordinance. This section is subject to the parish president's veto power.

(f) Permitting

This permitting process has been enacted to protect the ability of the parish council-president government to regulate the location, adverse impact of and types of C&D facilities and does not waive the permitting requirements of the State and its Department of Environmental Quality and/or the United States Environmental Protection Agency. The permit is granted to begin clearing and development. The occupational license can be issued after the review and approval of as built plans are cleared by the TRC and any outside agencies.

(1). Permit fees: \$100/acre based on parcel size.

(g) Bond/insurance requirements.

No permit shall be issued or become effective unless there is on file with the parish a bond with a corporate surety authorized to do and doing business in accordance with all applicable Louisiana corporate surety requirements in a penal amount of \$2,000,000.00. The purpose of the bond is to assure the following:

- (1) That the licensee, his agents and servants, will comply with all terms, conditions, provision requirements, and specifications contained in this article.
- (2) That the licensee, his agents and servants, will faithfully operate the waste disposal facility for which the permit is issued in accordance with the provisions of this article.
- (3) That the licensee, his agents and servants, will hold harmless the parish from any expense incurred through the failure of the permittee, his agent and servants, to operate and maintain the waste disposal facility as required by this article, including any expense the parish may be put to for correcting any condition or violation of this article by the parish's own labor and equipment, whenever the parish council determines it is necessary for the parish to correct any condition in violation of this article, or from any damages growing out of the negligence of the permittee or his agents or servants.
- (4) That before acceptance, all bonds are approved by the parish council. If a corporate bond is offered, it shall be executed by a company authorized to transact business in the state as a surety. If a bond is offered, it shall be deposited with the parish treasurer, who shall give an official receipt, reciting that said bond has been deposited in compliance with and subject to the provisions of this article.
- (5) That the bond has an effective coverage date for a period of five years after the date of last operation of the facility.
- (6) That the applicant has liability insurance applicable to sudden and nonsudden bodily injury or property damage on, below, or above the surface. Additional insurance shall be required as deemed necessary by the parish council to protect the property rights of owners or leaseholders of underground resources such as oil, gas, water, or other mineral substances. The amount of such insurance coverage shall be no less than \$1,000,000.00 and shall have an effective date of at least the same period of time established by the permit.
- (7) The liability coverage intended to be utilized for compliance with this section shall be site-specific to the facility for which the application is submitted and shall not be blanket coverage covering other waste disposal facilities owned or managed by the applicant.

(h) As Built Plans

As Built Plans will be required prior to issuance of occupancy. These plans are required at least 30 days prior for review, comments, and approval by all agencies. Once plans are approved, they will be signed, and a letter of acceptance given to obtain occupancy.

(i) Operational Fees

The fee for such a permit shall be according to the following schedule:

- (1) Host fee. As set at the discretion of the parish authority, based on a per unit basis.
 - i. Host fees may be assessed on a per unit basis for each ton of waste disposed of at the facility. The rate or per unit charge for the host fee will be \$1.00 per ton for the approximate expected or potential adverse impacts to the parish's citizens, water and air resources, roads and environment in general; by the need for frequent inspection of the facility by parish personnel; and by the need for parish research and development of alternate, more environmentally benign methods of disposal.

ii. Host fee payments will be remitted to the parish each month, based on the manifests or other official records of the facility's incoming waste. The following calculation is to be used when scales are not used to determine tonnage:

$$\text{Weight of C\&D Debris} = \text{Volume of C\&D Debris} \times 0.24 \text{ tons/yd}^3$$

(2) Siting permit. \$100/acre up to \$50,000.00 depending on size. The initial siting fee shall be used to defer the costs of processing and investigation of the application for permitting, public hearings and any referendum held on the application.

(3) Renewal permit. Shall come before the Tangipahoa Parish Council by July 1st each year.

(j) Violations, Enforcement, Fines, and Penalties

(1) Any person, firm, or corporation who fails to comply with or violates any provision of this section shall be found guilty of a misdemeanor offense and upon conviction shall be fined not more than \$500.00 per day or imprisoned in the parish jail for not more than 30 days, or both fined and imprisoned, at the discretion of the court.

(2) Appropriate actions and proceedings may be taken by law or in equity to prevent any violation of this chapter, to prevent any unlawful construction, to recover damages, to restrain, correct, or abate violations, and to prevent illegal occupancy of a building structure or premises. These remedies shall be in addition to the fines and penalties described herein.

(3) DEQ and EPA enforcement, fines, and penalties will also be enforced by such agencies.

(h) Closure. Closure of site shall comply with all local, state, and federal regulations.

Secs. 36-226—36-236. Reserved.

This ordinance having been submitted in writing, having been introduced at a public meeting of the Tangipahoa Parish Council, discussed at a public hearing of said council and was submitted to an official vote of the Tangipahoa Parish Council.

On motion by_ and seconded by _ the foregoing ordinance was hereby declared adopted on this 28th day of May, 2024 by the following roll-call vote:

YEAS:

NAYS:

ABSENT:

NOT VOTING:

ATTEST:

Jill DeSouge
Clerk of Council
Tangipahoa Parish Council

David P. Vial
Chairman
Tangipahoa Parish Council

INTRODUCED: May 13, 2024

PUBLISHED: May 23, 2024

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DELIVERED TO PRESIDENT: _____ day of May, 2024 at _____

APPROVED BY PRESIDENT: _____

Robby Miller Date

VETOED BY PRESIDENT: _____

Robby Miller Date

RECEIVED FROM PRESIDENT: _____ day of May, 2024 at _____

AN ORDINANCE TO AMEND CHAPTER 38-SOLID WASTE

Chapter 38 SOLID WASTE

ARTICLE I. IN GENERAL

Sec. 38-1. Littering prohibited.

- (a) No person shall throw, drop, deposit, discard, permit the intentional or accidental ejection, emission or escape of or otherwise dispose of litter upon any public place in the parish or upon any private property located in the parish or in or on the waters of the parish, whether from a vehicle, boat or otherwise, including, but not limited to, any public highway, public park, beach, campground, forest land, recreational area, trailer park, highway, road, street or alley, except into the parish landfill facility or into a litter receptacle.
- (b) If the throwing, dropping or depositing of litter was done from a motor vehicle, except a bus or large passenger vehicle or a school bus, all as defined in R.S. 32:1, it shall be prima facie evidence that the throwing, dropping or depositing was done by the driver of the said motor vehicle. Likewise, after it has been established that the dumped, thrown or deposited litter was possessed by a specific person, firm or corporation, immediately before the act of dumping, such as where the litter contains mailing addresses, there shall be a rebuttable presumption that the possessor committed the act of throwing, dumping or depositing the said litter and is in violation of this section. Provided, however, that should any person produce proper evidence or testimony that he has a contract with or can produce receipt from a valid commercial hauler or other proper garbage hauler indicating that payment was made thereto to haul the garbage, trash, refuse or litter, then the presumption herein established shall shift to the said commercial or other hauler.

Sec. 38-2. Definitions as to littering.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Commercial garbage means litter improperly discarded by a business, corporation, company, association, partnership, sole proprietorship or any other entity conducting business for economic gain or by an employee, representative, officer or agent of the entity. The term "discharging" means any placing, putting or dropping of garbage.

Ditch means any natural or dedicated area which provides the containment or flow of water from rain or adjacent drainage areas of waterways such as streams, creeks, ponds, lakes or rivers.

Drainage area means an area maintained for the purpose of channeling or preventing accumulation of water from surrounding land.

Easement means a designated right to use the property of another for a specific purpose, for example, drainage, utility easement or road easement.

Garbage means any refuse, animal or vegetable matter, including bones, skin, hide, viscera or any animal organ or tissue, any waste material of any nature, kind or description, specifically including, but not limited to, any paper, metal or glass item, any rubbish, any worn out, broken or worthless item of matter.

Littering means any throwing, dropping, depositing, discarding or permitting the intentional or careless accidental ejection, emission or escape of or otherwise disposing or placing, putting or unloading of garbage in any public place in the parish, or upon any private property located in the parish whether from a vehicle, boat or otherwise, including, but not limited to, any public highway, public park, beach, campground, forest land, recreational area, trailer park, highway, road, street or alley, except in an area designated for regular garbage pickup or the legal disposal of garbage at the parish landfill or when litter is placed into a litter receptacle.

Median/neutral ground means the area dividing or separating a roadway and not used for right-of-passage.

Person refers to both an individual human being and/or a juridical entity such as a corporation, company, association, partnership and/or any other type of entity.

Public highways means any public way for vehicular traffic including the entire area dedicated thereto and the bridges, culverts, structures, appurtenances and features necessary to or associated with its purpose. The term "public highway" shall include the right-of-way, ditch, shoulder of the road and all other servitudes, easements, drainage areas and/or neutral grounds associated with the said right-of-way for public highway.

Right-of-way means any public way, street, road, alley, easement, servitude or access which was dedicated to or acquired by the public to provide means of access to abutting properties, whether paved, improved or unimproved, including those areas dedicated for proposed or future usage.

Roadside/road shoulder means a natural or dedicated area which is parallel, contiguous to, abut, adjoin, border, edge, connect or approach any public right-of-way, road, street or highway.

Servitude means a right-of-way through or across property belonging to another.

Sec. 38-3. Jurisdiction and procedure.

- (a) A justice of the peace shall have concurrent jurisdiction over litter violations occurring anywhere in the parish in which the said justice of peace court is situated, which said litter violations are prohibited by R.S. 30:2531 or this Code. It being the intent of the parish council-president government that justices of the peace within the parish have all of the powers and authority allowed under law. In addition, a constable within the parish may issue summons and issue subpoenas for such violations occurring anywhere in the parish in which his court is situated. Provided however that a justice of the peace shall not have authority to issue a warrant for the arrest of a law enforcement officer for acts performed while in the scope and course of his official duties.

- (b) All fines collected by the justice of the peace courts in the parish for litter violations pursuant to state or parish law shall be paid to the parish pursuant to R.S. 30:2531—30:2531.5 and 30:2532 and this section but further providing that the parish shall reimburse to the justices of the peace court which handles the litter violations for the time spent and expenses incurred pursuant to R.S. 13:2589(B) and this section an appropriate amount which reimbursement shall consist of 50 percent of the fines collected by the parish from the said justice of the peace courts.

Sec. 38-4. Intentional littering prohibited; criminal penalties.

When litter disposed in violation of this article is discovered to contain any article, including, but not limited to, letters, bills, publications, or other writings, that displays the name of a person or any other manner indicates that the article belongs or belonged to such person, there shall be an inference that such person has violated this article.

- (1) The person shall be cited for the offense by means of a citation, summons, or other means provided by law.
- (2) **Whoever violates the provisions of this article shall,**
 - a. ~~Whoever violates the provisions of this article shall,~~ Upon first conviction, be fined \$250.00 and sentenced to serve eight hours of community service in a litter abatement work program as approved by the court.
 - b. Upon second conviction, an offender shall be fined \$500.00 and sentenced to serve 16 hours of community service in a litter abatement work program as approved by the court.
 - c. Upon third or subsequent conviction, an offender shall be fined \$1,250.00, have his motor vehicle driver's license suspended for one year, be imprisoned for not more than 30 days, and be sentenced to serve 80 hours of community service in a litter abatement work program as approved by the court, or all or any combination of the aforementioned penalties provided by this subsection.

Sec. 38-5. Commercial littering prohibited; civil penalties, indemnification; special court costs.

- (a) No person shall dispose or permit the disposal of litter resulting from industrial, commercial, mining, or agricultural operations in which the person has a financial interest upon any public place in the parish, upon private property in the state not owned by him, upon property located in rural areas in the state not owned by him, or in or on the waters of the state, whether from a vehicle or otherwise, including, but not limited to, any public highway, public right-of-way, public park, beach, campground, forest land, recreational area, trailer park, highway, road, street, or alley, except when such property is designated by the state parish or municipal government or by any of their agencies or political subdivisions for the disposal of such items and such person is authorized to use such property for such purpose.
- (b) No person shall operate any truck or other vehicle on any highway in such a manner or condition that litter resulting from industrial, commercial, mining, or agricultural operations in which the person is involved can blow or fall out of such vehicle or that mud from its tires can fall upon the roadway.
- (c) If the litter is disposed of from a motor vehicle, boat, or conveyance, except a bus or large passenger vehicle or a school bus, all as defined by R.S. 32:1, there shall be an inference that the driver of the conveyance disposed of the litter. If such litter was possessed by a specific person immediately before the act of disposing, there shall be a permissive rebuttable presumption that the possessor committed the act of disposing.
- (d) When litter disposed in violation of this section is discovered to contain any article, including, but not limited to, letters, bills, publications, or other writings, which displays the name of a person or in any other manner indicates that the article belongs or belonged to such person, there shall be a permissive rebuttable presumption that such person has violated this section.
- (e) A person shall be jointly and severally liable for the actions of its agents, officers, and directors for any violation of this section by any agent, officer, or director in the course and scope of his employment or duties.
- (f) The person shall be cited for the offense by means of a citation, summons, or other means provided by law.
- (g) Any person found liable under the provisions of this section shall:
 - (1) For any violation, pay a penalty of \$100.00.
 - (2) Repair or restore property damaged by or pay damages for any damage arising out of the violation of this section.
 - (3) Pay all reasonable investigative expenses and costs to the investigative agencies.
 - (4) Pay for the cleanup of the litter unlawfully discarded by the defendant.
- (h) Any person found liable under the provisions of this section shall pay special court costs of \$50.00 in lieu of other costs of court which shall be disbursed as follows:
 - (1) Twenty dollars shall be paid to the justice of the peace.
 - (2) Twenty dollars shall be paid to the office of the constable.
 - (3) Ten dollars shall be paid to the justice of the peace for clerical supplies.
- (i) A person may be held liable and fined a civil penalty under this section although the commission of the offense did not occur in the presence of a law enforcement officer if the evidence presented to the court establishes that the defendant has committed the offense.
- (j) For the purposes of this section, each occurrence shall constitute a separate violation.

Sec. 38-6. Stockpiling of used tires.

Any person, partnership, firm or corporation stockpiling 25 used tires or more on private or public property without a permit from the state, shall be registered with the parish permit office by July 1, 1995. As used herein, the term "stockpiling" shall include both the intentional and the unintentional collection of used tires on a single or multiple sites located within the parish.

Sec. 38-7. Burning of tires prohibited.

No person, partnership, firm or corporation shall burn or permit the burning of tires on any property owned, held or used by them without a permit from the state department of environmental quality and other such permits as may be required by federal, state or local law.

Sec. 38-8. Criminal penalties.

Persons found criminally liable under the provisions of this article shall be punished by the assessment of the following criminal penalties:

- (1) For a first violation, such person shall be fined \$75.00 and must perform 16 hours of community service in a litter abatement work program.
- (2) For a second violation and each subsequent violation, such person shall be fined \$500.00 and must perform 24 hours of community service in a litter abatement work program.

Sec. 38-9. Manufactured home parks, apartment complexes and condominiums, recreational camping grounds.

- (a) Except for parks providing individual garbage pickup, adequate commercial dumpsters for solid waste shall be provided by park owner/housing facility owner and located no closer than 50 feet of public servitude.
- (b) The term "adequate" means a container with substantial holding capacity capable of receiving and storing household solid waste solely for the use of the bona fide residents of said park and/or housing facility. Container shall be serviced and emptied by a qualified waste hauler that meets requirements as established in section 38-72. Collection schedule and container capacity shall be established as necessary to disallow over filling or spillage of household solid waste. In the event the waste container reaches its intended capacity, it shall be unlawful to allow the placing, dropping, spilling or otherwise intentional littering around or near the waste container. Any waste that accumulates near or around the waste container due to maximum capacity reached or intentional littering shall be the sole responsibility of the owner of said park or housing facility.
- (c) It shall be unlawful for any person not a resident of said park or housing facility to willingly and knowingly dispose of any type of solid waste in a waste container that is intended for the sole use of said park/housing facility.
- (d) Whoever violates this section shall be punished as provided by section 1-13.

Secs. 38-10—38-34. Reserved.

ARTICLE II. COLLECTION AND DISPOSAL

DIVISION 1. GENERALLY

Sec. 38-35. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. Additional words, terms, or phrases used in this article may be defined in accordance with the definitions as set in the Louisiana Environmental Regulatory Code, Title 33, Part VII, § 115.

Agricultural waste means nonhazardous waste resulting from the production and processing of agricultural products, including manures, pruning, and crop residues. The term "agricultural waste" does not include solid wastes defined as industrial solid waste in this section.

Charge customer means any person or business that has been approved to have his disposal fees charged and billed by the parish monthly. All possible charge customers must be approved by the parish prior to becoming a charge customer.

Collect means to accumulate solid waste generated by more than one household or commercial establishment, or by storage or processing facility.

Collection means the act of removing solid waste from the storage point at the source of generation.

Collection service means a public or private operation engaged in the collection and transportation of solid waste materials.

Commercial and industrial unit means all premises, locations or entities, public or private, requiring refuse collections within the parish, not a residential unit. All schools are included as commercial and industrial units.

Commercial solid waste all types of solid waste generated by stores, offices, restaurants, warehouses, and other manufacturing activities, excluding residential and industrial solid wastes.

Construction/demolition debris means nonhazardous waste generally considered not water-soluble, including, but not limited to, metal, concrete, brick, asphalt, roofing materials such as shingles, sheet rock, plaster, or lumber from a construction or demolition project, but excluding asbestos-contaminated waste, white goods, furniture, trash, or treated lumber. The admixture of construction and demolition debris with more than five percent by volume of paper associated with such debris or any other type of solid waste excluding wood waste or yard waste will cause it to be classified other than construction and demolition debris.

Department means the state department of environmental quality as created by R.S. 30:2001 et seq.

Disposal means the discharge, deposit, injection, dumping, spilling, leaking, or placing of any solid waste on or into any land or water so that such solid waste or any constituent thereof may have the potential for entering the environment or being emitted into the air or discharged into any waters of the state.

Garbage means solid waste that includes animal and vegetable matter from the handling, preparation, cooking, and serving of foods, but that does not include industrial solid waste.

Generator means any person whose act or process produces solid waste as defined in these regulations.

Hazardous waste means waste identified as hazardous in the current Louisiana Hazardous Waste Regulations (LAC 33:V) and/or by the federal government under the Resource Conservation and Recovery Act and subsequent amendments.

Industrial solid waste means solid waste generated by a manufacturing, industrial, or mining process, or which is contaminated by solid waste generated by such a process. The term "industrial solid waste" may include, but is not limited to, waste resulting from the following manufacturing processes: electric power generation; fertilizer/agricultural chemicals; food and related products; by-products; inorganic chemicals; iron and steel manufacturing; leather and leather products; nonferrous metals manufacturing/foundries; organic chemicals; plastics and resins manufacturing; pulp and paper industry; rubber and miscellaneous plastic products; stone, glass, clay and concrete products; textile manufacturing; and transportation equipment. The term "industrial solid waste" does not include hazardous waste regulated under the state hazardous waste regulations or under federal law, or waste which is subject to regulation under the Office of Conservation's Statewide Order No. 29-B or by other agencies.

Multifamily refers to all residential dwelling units of more than one unit, considered to be condominiums, apartment houses, grouped housing or mobile home parks.

Permit means a written authorization issued by the administrative authority to a person for the construction, installation, modification, operation, closure, or post-closure of a certain facility used or intended to be used to process or dispose of solid waste in accordance with the Act, these regulations, and specified terms and conditions.

Producer means an occupant of a commercial and industrial unit or a residential unit who generates solid waste or a contractor or builder at a commercial and industrial unit or a residential unit.

Putrescible solid waste means susceptible to rapid decomposition by bacteria, fungi, or oxidation, creating noxious odors.

Residential solid waste means any solid waste including garbage, trash, and sludges from residential septic tanks and wastewater treatment facilities derived from households including single and multiple residences, hotels and motels, bunkhouses, ranger stations, crew quarters, campgrounds, picnic grounds, and day-use recreation areas.

Residential unit means a dwelling within the parish occupied by a person or a group of persons as a residence or place of abode. A residential unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multilevel construction or separate single-family dwelling units, including apartment units and mobile homes, shall be treated as a residential unit.

Solid waste means any garbage, refuse, or sludge from a wastewater treatment plant, water supply treatment plant or air pollution-control facility, and other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from industrial, commercial, mining and agricultural operations, and from community activities. The term "solid waste" does not include solid or dissolved material in return flows; industrial discharges that are point sources subject to permits under R.S. 30:2075; source, special nuclear, or byproduct material defined by the Atomic Energy Act of 1954 (68 Stat. 923 et seq.), as amended; or hazardous waste subject to permits under R.S. 30:2171 et seq.

Solid waste disposal facility means any facility permitted by the state department of environmental quality for the disposal or processing of solid or industrial waste.

Solid waste management system means the entire process of collection, transportation, storage, processing, and disposal of solid waste by any person engaged in such process as a business or by any municipality, authority, trust, parish or any combination thereof.

Unauthorized dump means a solid waste disposal facility whose operation is not authorized by the parish and/or the department.

Wood waste means yard trash and types of wastes typically generated by sawmills, plywood mills, and wood yards associated with the lumber and paper industry, such as wood residue, refuse, wood-fired boiler ash, and plywood or other bonded materials that contain only phenolic-based glues or other glues that are approved specifically by the state department of environmental quality. Treated or painted lumber is not considered wood waste under this definition.

Yard trash means vegetative matter resulting from landscaping, maintenance, or land clearing operations, including tree and shrubbery leaves and limbs, grass clippings and flowers.

Sec. 38-36. Scope.

The provisions of this article shall be effective as to every person collecting or disposing of any types of waste in the parish.

Sec. 38-37. Unauthorized collection and/or disposal.

- (a) It shall be unlawful for any person who has not been granted a franchise by the parish through its parish council to engage in the commercial collection and/or disposal of garbage and trash from residential units within the unincorporated area of the parish.
- (b) Whoever violates this section shall be punished as provided by section 1-13.
- (c) Each illegal collection and/or disposal of garbage and trash from a residential unit shall constitute a separate offense.
- (d) Every person who directs his employees or agents to collect and/or dispose of garbage in violation of this section shall also be in violation of this section but in no way does this exculpate the employee, who is also in violation.

Sec. 38-38. Parish-owned solid waste disposal facilities, operating regulations.

- (a) Any person entering a parish-owned solid waste disposal facility shall hold the parish and its contractors harmless from any liabilities which cause injury or damage to persons or property, subject, however, to acts of negligence by the parish or its contractors in the operation of the solid waste disposal facility.
- (b) Any person entering a parish-owned solid waste disposal facility shall be required to abide by all posted rules and regulations established by the sanitation department.
- (c) The speed limit on the parish-owned solid waste disposal site shall be 15 miles per hour.

- (d) The hours of operation shall be established by the sanitation department with the consent of the parish president. Hours of operation shall not violate any existing permit requirements as established and approved by the department.
- (e) Any person entering a parish-owned solid waste disposal facility from any area other than the designated entrance will be considered to be a trespasser and will be subject to prosecution pursuant to applicable law.
- (f) No person under the age of 13 shall be allowed out of a vehicle while in the active dumping area.
- (g) No person shall be allowed to smoke while in the active dumping area.
- (h) Scavenging and removal of waste items is prohibited.
- (i) Salvaging is prohibited unless prior written approval has been granted by the parish president with such approval in accordance with current state solid waste regulations.
- (j) All waste entering the parish-owned solid waste disposal facility is subject, prior to acceptance, to inspection.
- (k) At no time shall any person haul to or dispose of a regulated hazardous, radioactive, or toxic waste at a parish-owned solid waste disposal site.
- (l) Any person entering a parish-owned solid waste disposal facility for the purpose of disposing solid waste shall ensure that the waste is secured in accordance with R.S. 32:383. Failure to abide by this regulation may subject the disposing person or party to a surcharge equal to 1½ times the established disposal fee. If the person violating this regulation is classified as a rural resident, then the surcharge shall be calculated using the current residential waste tipping fee.

Sec. 38-39. Disposal of solid waste.

- (a) Except as provided in subsection (b) of this section, all persons required to obtain a permit from the parish under section 38-75 shall dispose of all solid waste and rubbish collected pursuant to this section only at a parish-owned facility unless otherwise approved by the parish council and the parish president.
- (b) This section shall not apply to any solid waste and rubbish which is being collected for the specific purpose of resource recovery as that term is defined by the state department of environmental quality.
- (c) This section shall not apply to any household hazardous waste which is collected separately and disposed of at a hazardous waste facility permitted by the state or any other state.
- (d) Notwithstanding the provisions of section 38-71 and in addition to the application of any other local, state or federal rules, regulations and statutes concerning waste handling and disposal, any person required to obtain a permit from the parish under section 38-75 shall be fined \$500.00 per vehicle per day for any violation of this section, each day of violation constituting an individual and separable offense.

Sec. 38-40. Special waste.

~~Special waste is any permitted waste which requires special handling at the disposal facility, other than asbestos waste, industrial solid waste and industrial sludge. The fee charged for special waste is in addition to any regular tipping fee.~~

~~(1) Large animals: The disposal fee shall be \$20.00 per large animal.~~

~~(2) Small animals: The disposal fee shall be \$5.00 per small animal.~~

~~(3) Tree stumps or logs that require off-loading assistance from the parish: \$15.00 per ton in addition to the current disposal fee.~~

Sec. 38-40¹. Penalty.

Any person who violates any provisions of this article shall be punished as provided by section 1-13.

Secs. 38-41²—38-70. Reserved.

DIVISION 2. PERMITS

Sec. 38-71. Applications.

Applications for permits to engage in any business or operation regulated by this article shall be in writing and sworn to and shall contain the full name of the applicant; his correct address and telephone number; whether the applicant will be picking up garbage, trash and or solid waste in the municipalities, rural areas or both; and an accurate description of the type of garbage, trash and/or solid waste he intends to collect. The address given shall be considered the proper address for all notices to the applicant or permittee. The application shall also be accompanied by an affidavit of the applicant or his representative showing that the applicant meets the qualifications and conditions set out in section 38-72.

Sec. 38-72. Qualifications and conditions.

- (a) Applicants for permits of all ~~kind~~ **type** under this article shall meet the following qualifications and conditions:
 - (1) The applicant is a person, firm or corporation that is able to contract.
 - (2) The applicant warrants that he will not operate his solid waste transport vehicles on any state or parish roadway in the parish when the vehicle weighs in excess of the posted weight limit for that roadway.
 - (3) The applicant warrants that he will only engage in the type of garbage, trash and/or solid waste collection for which he has obtained a permit.
 - (4) The applicant warrants that he will not illegally collect any garbage, trash and/or solid waste.
 - (5) The applicant warrants that he will not illegally dispose of any garbage, trash and/or solid waste collected.
 - (6) The applicant warrants that all garbage, trash and/or solid waste collected will be transported in closed containers or in an enclosed vehicle compartment so as to prevent roadside litter.
- (b) If at any time the applicant/permittee fails to possess the required qualifications or violates the conditions as set forth in this section his permit may be denied or revoked.

Sec. 38-73. Misrepresentation.

Any misstatement or suppression of fact in an application or accompanying affidavit is grounds for revocation, suspension or denial of a permit under this division.

Sec. 38-74. Classification; fee schedule.

Annual permit fees shall be \$200.00 for each collection-for-hire business or operation, plus \$15.00 for each vehicle used to transport solid waste.

Sec. 38-75. Required state and local permits, licenses.

No person shall do any act for which a permit is required by this division unless he holds the proper state and local permits/licenses. Each day's conduct of business by such garbage, trash and/or solid waste collector, without such a valid, unsuspended permit, constitutes a separate violation of this division. A permit is required of any person engaging in the business of collecting any garbage and/or trash in the parish.

- (1) Any person who collects solid waste from any place or business for hire within the parish or transports any waste within the parish as a solid waste business for hire shall be required to obtain a permit from the parish prior to conducting such operations within the parish.
- (2) Each solid waste business for hire vehicle used for the purpose of transporting waste within the parish shall be issued a permit decal.
- (3) Permit decals must be prominently displayed and visible on each vehicle either above the state inspection sticker or on the driver's side vent window.
- (4) Failure to conform to all local, state and federal rules, regulations and statutes concerning waste handling and disposal shall be cause for revocation of a permit.
- (5) Any person collecting and/or hauling waste from their residence is exempted from permitting requirements, pursuant to the other provisions of this division.
- (6) Permits shall be for a 12-month period and must be renewed no earlier than 30 days prior to expiration date and no later than 15 days prior to expiration date.

Sec. 38-76. Exceptions.

The previous sections of this division notwithstanding, nothing in this division shall require any producer to obtain a permit for the collection of his own garbage and trash generated at his place of residence and disposed of in a proper manner at a legal sanitary landfill or other legal dump site.

Sec. 38-77. Permits not assignable.

Permits issued under this division are not assignable or heritable and are good only from the time of issuance to December 31 of the year in which issued, unless sooner suspended or revoked. In the event of the dissolution of a partnership by death, the surviving partners may operate under a partnership permit. Receivers and trustees in bankruptcy may operate under the permit of the persons succeeded.

Sec. 38-78. Denial, suspension, revocation generally.

No permit shall be withheld, suspended or revoked except for causes specified in this division.

Sec. 38-79. Grounds for suspension, revocation.

In addition to the other causes enumerated in this division, the parish council may suspend or revoke any permit under this division for any of the following causes:

- (1) If there is any misstatement or suppression of fact in the application for a permit.
- (2) If the permittee is found to have operated or caused to operate his solid waste transport vehicles on the public roads of the parish, where the permittee or his employee knew or should have known that the vehicle and its load exceeded the maximum weight limits for the public road.
- (3) If the permittee fails to adequately protect the roadsides and the environment in general from the contents of his loads by his willful failure to cover and contain the garbage, trash and/or solid waste.
- (4) If the permittee is found to be improperly handling hazardous waste contrary to federal, state or local laws, thereby endangering the citizens of the parish.
- (5) If the permittee is collecting garbage, trash or solid waste for which it does not have a proper permit.
- (6) If the permittee is collecting garbage, trash or solid waste in contravention of any exclusive franchise granted by the parish.

Sec. 38-80. Renewal application due date.

Applications for renewal permits for the ensuing year under this division shall be filed with the parish council office on or before November 1 of the present year. If the permittee fails to file his renewal application for such renewal on or before November 1 a penalty of five percent shall be added to the fee for the first 30 days' delinquency, with an additional five percent for each additional 30 days or fraction thereof. The parish government without notice or hearing may suspend the permittee's right to do business if he fails to make application for a renewal permit before December 31 of each year.

Sec. 38-81. Revocation or suspension procedure.

The suspension or revocation of a permit under this division shall be brought about in the following manner:

- (1) The office of the parish president, municipal authorities and the sheriff's department shall have the authority to periodically investigate the permittee's business conduct within their respective jurisdictions. When violations of provisions of this division are observed which are sufficient for suspension or revocation of the garbage permit, the parish president, sheriff or local authority, as the case may be, shall file an affidavit setting forth the facts and circumstances of the violation. The parish

government shall thereafter cite the permittee to appear for a hearing to show cause why his permit should not be suspended or revoked.

- (2) Any citizen of the parish may file with the parish government, municipal authorities or sheriff's department a sworn complaint requesting that a garbage permit be suspended or revoked. If the complaint is filed with the municipal officers or sheriff's department, these officials shall forthwith transmit it to the parish government. When such a complaint is received, the parish government shall hold a hearing on the complaint and the permittee shall be cited to appear and show cause why his permit should not be suspended or revoked.
- (3) No complaint shall be considered by the parish government unless sworn to by the complainant and unless the complaint sets forth facts constituting a violation of this division.
- (4) Notice of hearings to show cause why a garbage permit shall not be suspended or revoked shall be personally delivered by a parish employee, who can testify to the delivery, or shall be mailed to permittee's address as set forth in his application for a garbage permit. This notice of hearing, if mailed, shall be mailed by certified mail, return receipt requested, properly addressed to the permittee's address. If the notice is returned due to its being unclaimed or refused, a subsequent notice shall be sent by ordinary mail and it will be presumed that the notice was received the day after mailing.
- (5) Notice of hearings shall be served on the permittee at least five days in advance and, for good cause shown, the permittee can request a continuance of the hearing date.
- (6) The permittee can bring witnesses to testify in his defense at any hearing to show cause why his garbage permit shall not be suspended or revoked.
- (7) The revocation or suspension of a garbage permit hereunder does not prohibit a separate criminal judicial proceeding.
- (8) Hearings for the revocation or suspension of a garbage permit shall be held at the parish seat.

Sec. 38-82. Reapplication after revocation.

When a permit under this division is revoked for any legal cause, the parish governing authority shall not issue the permittee a new garbage permit under this division until one year after date of revocation.

Sec. 38-83. Public responsibility.

No person contracting for collection of garbage, trash and/or solid waste in the parish shall knowingly do business with any person who does not have a proper permit as required in this division. To knowingly allow an unpermitted or improperly permitted person to collect your garbage is a violation of this division.

Sec. 38-84. Disposal restrictions for industrial solid waste at the parish regional landfill.

Due to the greatly increased proportions of industrial solid waste to residential solid waste, each of which is described previously in this article, in various heavily industrialized parishes of the state, there shall be no solid waste disposed of or delivered for disposal to the parish regional landfill from the following parishes within the permitted 100-mile radius of the parish regional landfill, to wit: Jefferson Parish and Orleans Parish. The Parish President shall inform the council when any new parishes are added to the areas of acceptance by the landfill.

Secs. 38-85—38-113. Reserved.

DIVISION 3. TIPPING FEES

Sec. 38-114. Establishment.

Tipping fees charged for disposal of all solid waste of every nature and kind shall be established on July 1st each year to reflect the CPI. The rate increase will be based upon the relevant consumer price index. Any annual increase in excess of 5% must be approved ~~from time to time~~ by ordinance by the parish council. A schedule of these fees shall be on file in the office of the parish clerk.

Sec. 38-115. Exemptions.

Residents of rural parish dumping their own household garbage are exempt from any tipping fees.

Secs. 38-116—38-143. Reserved.

DIVISION 4. – RESERVED

Secs. 38-149—38-179. Reserved.

ARTICLE III. DUMPS AND LANDFILLS

Sec. 38-180. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Construction/Demolition (C&D) Debris means nonhazardous waste generally considered not water-soluble that is produced in the process of construction, remodeling, repair, renovation, or demolition of structures, including buildings of all types (both residential and non-residential). Solid waste that is not C&D debris (even if resulting from the construction, remodeling, repair, renovation, or demolition of structures) includes, but is not limited to, regulated asbestos-containing material (RACM) as defined in LAC 33:III.5151. B, white goods, creosote-treated lumber, and any other item not an integral part of the structure.

Hazardous waste means any waste or combination of wastes which because of its quantity, concentration, physical or chemical characteristics may cause or significantly contribute to an increase in mortality or increase in

serious irreversible or incapacitating reversible illness or poses a potential presence or potential hazard to human health or the environment when improperly treated, stored, transported, disposed of or managed.

Solid waste means any garbage, refuse, or sludge from a wastewater treatment plant, water supply treatment and other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from industrial, commercial, mining and agricultural operations, and from community activities. The term "solid waste" does not include solid or dissolved material in return flows; industrial discharges that are point sources subject to permits under R.S. 30:2075; or source or special nuclear, or byproduct material defined by the Atomic Energy Act of 1954.

Solid waste facility, also referred to herein as landfill and/or garbage dump, means a facility used for the disposal of solid waste for permanent long-term or ongoing storage of solid waste and includes all facility types as defined in the Louisiana Environmental Regulatory Code, Title 33, Part VII, Solid Waste.

Solid waste storage facility means a site where solid waste is deposited for permanent long-term or ongoing storage of solid waste and includes a depot or transfer station where solid waste is held on a regular basis, even temporarily, for future transport.

Sec. 38-181. Permit required.

- (a) After the effective date of the ordinance from which this article is derived, no solid waste landfill, or any solid waste storage facility, shall be established and/or operated in the parish except by permit duly approved by the parish council-president government in accordance with the provisions of this article. The parish permit shall be in addition to any permits required by the state and/or the United States of America and their departments and subdivisions of government.
- (b) The parish regional solid waste facility and/or any other solid waste facility or solid waste storage facility owned and operated by the parish government shall be exempt from all permits, permit renewal, permit modification, or public notice requirements stipulated within this article.
- (c) All permit applications shall be made to the parish council through the clerk of council and shall address all criteria set forth in this article.
- (d) A request for a notice of intent shall be made to the parish council by the entity or person considering a permit. This notice is to inform the council of the intent of applicant to make application to operate a solid waste landfill or storage facility. This meeting will be for discussion purposes and no action shall be required by council.

Sec. 38-182. Prohibition as to hazardous waste and out of parish garbage and waste.

- (a) No solid waste landfill or solid waste storage facility shall be permitted to operate within the parish that accepts hazardous waste.
- (b) No solid waste landfill or solid waste storage facility shall operate within the parish that accepts industrial waste or Type I solid waste as defined by the state department of environmental quality, generated outside of the parish.

Sec. 38-183. Public notice requirements.

Any request for a permit or renewal of a permit to operate a solid waste landfill or solid waste storage facility in the parish made to the parish council-president government shall be governed by the following public notice requirements, to-wit:

- (1) The entity or person requesting a solid waste landfill or solid waste storage facility permit shall publish at his expense a two-inch by two-inch notice in the **Hammond Daily Star, a newspaper of general circulation in the parish official journal**, and therein clearly state an intent to apply for a solid waste landfill and/or solid waste storage facility permit in the parish. This advertisement must be published at least 30 days before the first public hearing required to be scheduled herein below. The advertisement must state the proposed location, size and type of solid waste landfill or solid waste storage facility sought to be established, as defined by those regulations of the state department of environmental quality. For the first public meeting, this notice shall be publicized as "Initial Public Notice of Proposed Landfill or Solid Waste Storage Facility." For the second public meeting, this notice shall be publicized as the "Second and Final Required Public Notice of Proposed Landfill or Solid Waste Storage Facility." The public meeting shall be scheduled by the parish council and coordinated with the notices required to be published herein.
- (2) The parish council by a resolution must place the item on the published agenda at least 30 days before the item is ever considered. The intent to consider granting a permit pursuant to this article must be published in the parish official journal and the said publication shall state the proposed location, size and type of landfill proposed, as defined by the regulations of the state department of environmental quality. For the first public meeting of the parish council to consider the granting of such a permit, this notice shall be publicized as "Initial Public Notice of Proposed Landfill or Solid Waste Storage Facility." For the second public meeting, this notice shall be publicized as the "Second and Final Required Public Notice of Proposed Landfill or Solid Waste Storage Facility."
- (3) At least 30 days prior to the first public meeting, a good faith attempt to notify the property owners within a 3,000-foot radius of the boundaries of the proposed solid waste landfill or solid waste storage facility shall be made. This notice shall be sent by the applicant through property information obtained by the parish clerk of court. This notice shall be by certified mail, at the applicant's expense, stating the time, place and intent of the hearing. A list of names and addresses to whom the notices were sent including return receipts shall be made available to the parish council.
- (4) The application for a permit to operate a landfill or solid waste storage facility shall address and the parish council will consider the application for permit based upon the criteria for landfill use as set forth in section 38-187.
- (5) The parish council must give due consideration of the impact of the proposed landfill or solid waste storage facility at the first public meeting. Consideration shall include review of the thoroughness of the permit application and a thorough hearing of public input. Based upon the first hearing, the parish

council may vote to deny the permit, request further information or issue a preliminary acceptance of the landfill permit. Preliminary acceptance may be given by the parish council only after all necessary information has been provided and presented at the public hearing, with the full public hearing and full public consideration of the potential adverse effects of the proposed landfill.

- (6) Following preliminary acceptance of the permit application, at a minimum, the parish council shall conduct a second public meeting on this issue. The second public meeting shall be publicized as provided under subsections (a) and (b) of this section.
- (7) At the second public meeting, the parish council shall consider and vote on the permit application a second time. After due consideration of the impact of the proposed landfill and a thorough hearing of public input, the parish council may vote to deny the permit, request further information or grant a landfill permit subject to final approval by ordinance of the parish council-president government. The final permit shall be approved by the introduction and passage of an ordinance. This section is subject to the parish president's veto power.
- (8) This permitting process has been enacted in order to protect the ability of the parish council-president government to regulate the location, adverse impact of and types of landfills and solid waste storage facilities and does not waive the permitting requirements of the state and its department of environmental quality and/or the United States Environmental Protection Agency.

Sec. 38-184. Length of permit and permit renewal.

Any permit for a solid waste landfill and/or solid waste storage facility in the parish shall be subject to the following, to-wit:

- (1) The initial permit will be for a period of not more than five years.
- (2) Permit renewal shall be based upon the same public notice as defined in section 38-183.
- (3) Permit renewals shall also be for no more than five years.
- (4) The secretary of the state department of environmental quality shall be advised in writing by the parish council-president government of the length of the granted parish approved permit and that any state approved permit must be in accordance with the conditions and limitations of the approved parish permit.

Sec. 38-185. Request to modify permit to increase size, height, or type of landfill.

Any landfill site operating under a permit granted by the parish-president government cannot be modified as to its size, height or type of landfill excepting that the modified permit be approved after due notice, which approval shall include public notice as defined in section 38-183.

Sec. 38-186. This article shall not be suspended.

The provisions of this article shall not be suspended, laid aside temporarily or modified to consider any particular permit application. This article contains safeguards that are an intrinsic part of the public trust endowed upon the elected members of the parish council and the parish president by the citizens of the parish and the provisions for public notice as set forth in section 38-183 and shall not be modified, waived or varied without the introduction and passage of an ordinance.

Sec. 38-187. Criteria for landfill location.

Any landfill permitted for operation by the parish council-president government pursuant to this article shall meet the following criteria, to-wit:

- (1) The parish government shall consider the extent to which the proposed landfill or solid waste storage facility incorporates recycling. Permits shall include plans for minimum recycling of household waste.
- (2) The parish government shall consider the extent to which the proposed landfill or solid waste storage facility impacts public safety and the extent to which the proposed landfill or solid waste storage facility impacts public roads leading to the landfill. The permit application shall include the anticipated routes and the estimated daily number of trucks accessing the site. This aspect of the permit application shall be reviewed by the parish engineer to determine the impact on public expenditures for road construction and road maintenance. This information shall also be considered in assessing noise impact associated with truck traffic.
- (3) The parish government shall consider whether the proposed landfill and/or solid waste storage facility shall be located adjacent to or sited on public roads.
- (4) The parish government shall consider the proposed days of the week and hours of operation which information shall be included in the permit application.
- (5) The parish government shall consider the impact of odor. The odor associated with the proposed landfill or solid waste storage facility shall be considered. There shall be included in this consideration the number of persons living in poverty within five miles of the landfill who may not be able to close their windows and may not be able to afford climate control in their homes.
- (6) The parish government shall consider the size of the proposed landfill and/or solid waste storage facility. The permit application shall include information as to the proposed size of the said landfill and/or solid waste storage facility.
- (7) The parish government shall consider the height of the proposed landfill and/or solid waste storage facility. The maximum elevation of the landfill and/or solid waste storage facility shall be proposed and shall not exceed the sight line of the trees or other features obscuring the facility from the view from homes already existing in the area at the time of the permit.
- (8) The parish government shall consider the site management plan. The permit application shall describe how the landfill and/or solid waste storage facility site will be managed to minimize rodents, pests, windblown litter, odors, smoke and dust.
- (9) Subject to the approval of the state department of environmental quality permitting process, the proposal shall address what landfill lining, gas and leachate collection systems will be used at any

landfill and/or solid waste storage facility and the parish council-president government shall review this information.

- (10) Subject to the approval of the state department of environmental quality permitting process, the proposal shall provide valid test results and analysis to identify potential impact on water wells, aquifers and runoff areas. The parish council-president government shall obtain and review this information.
- (11) The permit shall include the type of proposed landfill and/or solid waste storage facility, as defined by regulations of the state department of environmental quality. The parish council-president government shall obtain and review this information.
- (12) The parish council-president government shall require buffers. A minimum buffer of 1,000 feet must be maintained between the area where waste is land filled or processed and the nearest occupied structure (i.e., home, school or place of worship). Sites should be selected where the 1,000-foot buffer is in mature trees. When siting within mature trees is not possible, the buffer should be landscaped or modified to achieve 100 percent screening of the landfill and/or solid waste storage facility from all area homes, schools, places of worship and public roads.
- (13) The parish government shall consider the impact on property value and existing land use. The parish council-president government shall consider, in its assessment of the impact of the proposed landfill and/or solid waste storage facility, the potential negative impact of the proposed landfill and/or solid waste storage facility on the ability of property owners to enjoy their property and to maintain the property values for the existing land uses including residences, schools, places of worship, businesses, agricultural resources, recreational resources and sportsman resources.
- (14) Cost considerations shall be provided to the parish council-president government by the person or entity seeking the permit pursuant to this article, including, but not limited to, annual payments to offset increased public safety and road upkeep and maintenance expenses associated with the proposed landfill and/or solid waste storage facility.

Sec. 38-188. Permit fee.

Any request for a permit or renewal of a permit to operate a solid waste landfill and/or solid waste storage facility in the parish made to the parish council-president government shall include the proposed location, size and type of solid waste landfill and/or solid waste storage facility sought to be established as defined by the regulations of the state department of environmental quality. The applicant shall also include with this request for a permit or renewal of a permit a fee made payable to the parish government of \$1,000.00 to defray the expenses associated with investigation and public notification. This advance fee is nonrefundable.

Sec. 38-189. Prohibitions, restrictions and special requirements.

- (a) It shall be unlawful to dispose of or accept hazardous waste or hazardous material in any solid waste landfill or storage facility.
- (b) It shall be unlawful for any solid waste landfill or storage facility to accept any waste generated outside of the parish.
- (c) It shall be unlawful to operate any solid waste landfill or storage facility between the hours of 6:00 p.m. and 6:00 a.m.
- (d) An operable gate shall be placed at the point of the entrance to the solid waste landfill or storage facility and a parish or state road or highway. This gate shall be closed and locked during the hours of 6:00 p.m. and 6:00 a.m.
- (e) Impromptu inspections shall be made by the parish environmental services inspector to verify compliance with this article. Right of entry shall be granted to the inspector upon presentation of parish identification. Failure to comply with these regulations and/or deny entry for inspections shall be grounds for an immediate cease and desist order to be placed on site by inspector until brought into compliance. Further criminal sanctions are included in section 38-190.

Sec. 38-190. Construction/Demolition (C&D) Debris Site.

This type of facility as defined in Section 38-180 and LAC 33:III.5151. B, must follow the regulations in Article VIII: Developments with Special Provisions Section 36-225 and must comply with all DEQ requirements.

Sec. 38-190~~1~~. Criminal sanctions.

Whoever violates the provisions of this article shall be subject to criminal penalties as provided in section 1-13.

ARTICLE IV. PARISH-WIDE SOLID WASTE COLLECTION PLAN

Sec. 38-192. Implementation of the plan.

- (a) The Parish solid waste collection plan is comprised of all provisions of this chapter. The plan shall be supervised and enforced by the parish council-president government. The plan and all actions of the parish council-president government shall be reviewed and approved by the Parish Council.
- (b) The following non-exclusive listing sets forth some of the major elements of the plan:
 - (1) The plan shall be a no-bid or RFP plan.
 - (2) Only solid waste collectors that are approved by parish council-president government shall obtain a solid waste collector's permit in order to operate in Tangipahoa Parish.
 - (3) By signing the TPG Waste Hauler Permit Agreement, the collector agrees to abide by all of the stipulations of the TPG Waste Hauler Permit Agreement, as well as all requirements of the Parish solid waste ordinance and this chapter, solid waste, and further, the collector, by signing the TPG Waste Hauler Permit agreement, signifies that he understands that a breach of any provision of the Waste hauler agreement, or of Chapter 38 of the Code, may result in the revocation of his permit and the cancellation of the waste hauler agreement, both of which are necessary for the collector to engage in solid waste collection in Tangipahoa Parish.

- a. All approved collectors shall service all roads/parcels in unincorporated areas of Tangipahoa Parish. Refusal of service to areas of unincorporated Tangipahoa Parish will result in revocation of permit.
- (4) All collectors shall provide the minimum solid waste collection service of once-weekly collection to any residential unit. Additional or optional services may be provided by mutual agreement between the person serviced and the collector.
- (5) The monthly charge to each residential unit for the once-weekly solid waste collection shall be in an amount as established between the person serviced and the collector.
- (6) Collectors are allowed to retain their present customer lists, routes and areas of collection and are free to increase their customer base Parish wide.
- (7) If requested by any resident of the Parish, a complete listing of all licensed haulers in the Parish will be provided. The resident may contract with the hauler of his choice to provide such collection service.
- (8) The parish council-president government, or assigned designee, will manage and enforce the provisions of this chapter to ensure that all residents and collectors are in compliance with all of the terms of the chapter and the solid waste management plan. In those instances where compliance is not occurring (with the exception of any violation of the open burning provision of this chapter) the Parish President, or his designee, will do the following:
 - a. Contact, in person or by telephone, the collector who is not in compliance and advise them of the chapter, the specific violation, and what is needed for compliance.
 - b. Noncompliance after such contact is made may result in a revocation of permit.
- (9) Bulk waste consisting of appliances (a limit of 4 appliances per Residential Unit per year), furniture and other like waste other than agricultural solid waste, dead- animals, offal waste, or stable matter. Appliances containing CFCs, or other refrigerants shall only be included as Bulky Waste so long as the Tangipahoa Parish Landfill accepts such appliances from Contractor for disposal and accepts the responsibility of properly removing said CFCs or other refrigerants.

Sec. 38-193. Solid Waste transportation; vehicle bodies; containers; placement.

- (a) Vehicle bodies used for collection and transportation of garbage, rubbish or other waste materials containing putrescible matter shall be enclosed, weathertight, leakproof, constructed of durable metal.
- (b) Collector shall provide a receptacle (container) with a capacity of at least 90 gallons constructed of plastic or fiberglass designed for mechanical dumping, semi-automated, or automated. The container shall be equipped with wheels and handles for easy movement and with a tight fitting lid capable of preventing entrance of water or vectors. The mouth of the container shall have a diameter greater than the base.
- (c) Containers shall be placed at curbside for Collection, no more than five feet from roadway or curb and must be located five feet from any objects, (i.e., mailboxes, parked vehicles, etc.). Curbside refers to that portion of the roadway adjacent to paved or traveled city streets (including alleys), where mail service is provided. When construction work is being performed in the right-of-way, Carts shall be placed as close as practicable to an access point for the collection vehicle. The collector shall properly instruct their customer base on placement of container.

Sec. 38-194. Collectors.

- (a) All collectors shall be licensed with a state transporter ID number issued by LDEQ, shall be approved by the Tangipahoa Parish Council-President, shall meet all standards set by this chapter and any other regulatory agency having jurisdiction thereof, and shall enter into a collector's agreement.
- (b) Collectors will be required to furnish the following information/documentation, as requested, to qualify for a license to operate as a solid waste collector or to have their licenses renewed:
 - (1) Evidence that the collector, if a state corporation or partnership, is in good standing in the state and, in the case of a corporation organized under the laws of any other state, evidence that the collector is qualified to do business in the state, or a sworn statement that it will take all necessary action to become so qualified if its participation is accepted, service shall not be provided to registration with the state of Louisiana.
 - (2) Insurance. The Contractor shall at all times during the Contract maintain in full force and effect, Workmen's Compensation, Employer's Liability, Public Liability and Property Damage Insurance, including contractual liability coverage. All insurance shall be by insurers and for policy limits acceptable to the Parish and before commencement of work hereunder, the Contractor agrees to furnish the Parish Certificates of Insurance or other evidence satisfactory to the Parish to the effect that such insurance has been procured and is in force. Such certificates shall provide that written notice shall be given to the Parish at least thirty (30) days prior to cancellation or modification of any such policy. Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to Parish.

Coverages	Limits of Liability
Workmen's Compensation	Statutory or \$1,000,000 per occurrence, whichever is greater
Employer's Liability	\$500,000
Bodily Injury Liability	\$500,000 each occurrence
Except Automobile	\$1,000,000 aggregate
Property Damage Liability	\$500,000 each occurrence
Except Automobile	\$500,000 each occurrence
Automobile Bodily Injury Liability	\$500,000 each person
Liability	\$1,000,000 each occurrence
Automobile Property Damage Liability	\$500,000 each occurrence
Excess Umbrella Liability	\$5,000,000 each occurrence
Environmental Impairment Liability	\$3,000,000 each occurrence

(c) Collectors, their employees, representatives and any subcontractor assisting in the performance of the collector's agreement shall not discriminate against any person because of race, sex, creed, color, religion or national origin.

(d) The failure of any collector to comply with any of the foregoing provisions may subject the collector to the revocation of his permit and the cancellation of his collector's agreement.

Sec. 38-195. Collector's agreement.

(a) Each collector, prior to being granted a permit, shall execute a collector's agreement. Only collectors who have executed a collector's agreement with the Parish may be granted a non-exclusive license/permit to collect solid waste in the unincorporated areas of the Parish. Each such collector's agreement (as well as the said license/permit) shall be from the date of issuance and expiring on December 31 of that calendar year. The collector's agreement to be executed shall read as set in T.P. Ord 24-20, on file in the office of the Parish Council clerk.

(b) The collector's agreement may be changed or modified from time to time to include such additional provisions as the Parish Council-President may deem necessary or advisable.

Sec. 38-196. Disposal facilities.

All solid waste collected by the collector shall be hauled to Tangipahoa Parish Regional Solid Waste Facility and conditions set out in section 38-39.

Sec. 38-197. Ownership of solid waste.

Title to solid waste shall pass to the collector when placed in collector's collection vehicle, removed by the collector from containers or removed by collector from the owner's premises.

Sec. 38-198. Applicability of this chapter to collection services rendered by persons contracting with the Parish for solid waste collection services.

The obligations with respect to solid waste collection, of any natural or juridical person (hereafter referred to as collector) that enters into a contract with the Parish for the collection of solid waste (hereinafter referred to as the contract) shall be regulated and controlled by the terms and conditions of the contract, and the collector shall not be subject to any provision, regulation, requirement, or obligation contained within this chapter of the Code of Ordinances in and for the Parish, which conflicts in any way with the terms, conditions, requirements and/or obligations set forth in the contract. Such conflicting provisions of the solid waste ordinance being inapplicable to the collection services rendered by collector.

This ordinance having been submitted in writing, having been introduced at a public meeting of the Tangipahoa Parish Council, discussed at a public hearing of said council and was submitted to an official vote of the Tangipahoa Parish Council.

On motion by_ and seconded by _, the foregoing ordinance was hereby declared adopted on this 28th day of May, 2024 by the following roll-call vote:

YEAS:

NAYS:

ABSENT:

NOT VOTING:

ATTEST:

Jill DeSouge
Clerk of Council
Tangipahoa Parish Council

David P. Vial
Chairman
Tangipahoa Parish Council

INTRODUCED: May 13, 2024

PUBLISHED: May 23, 2024

OFFICIAL JOURNAL Hammond Daily Star

ADOPTED BY TPC: May 28, 2024

DELIVERED TO PRESIDENT: _____ day of May, 2024 at _____

APPROVED BY PRESIDENT: _____
Robby Miller Date

VETOED BY PRESIDENT: _____
Robby Miller Date

RECEIVED FROM PRESIDENT: _____ day of May, 2024 at _____

T. P. Ordinance No. 24-21

AN ORDINANCE TO ACQUIRE OWNERSHIP OF RIGHT OF WAYS FOR THE H. COLOGNE ROAD WIDENING PROJECT IN LORANGER, LOUISIANA, TO AUTHORIZE THE PARISH PRESIDENT TO SIGN AND EXECUTE ALL NECESSARY DOCUMENTS TO PROVIDE FOR THE RECORDATION AND TO PROVIDE COPIES TO ALL INVOLVED PARTIES

WHEREAS, Tangipahoa Parish Government has identified and prioritized the “H. Cologne Road Widening” project as a priority; and

WHEREAS, in order to implement this project, the acquisition of needed right of way from property owners will be required; and

WHEREAS, it is necessary that the Tangipahoa Parish Council authorize the Tangipahoa Parish President or his designee to sign any all agreements, acts of sale, acts of donations and/or other necessary and relevant documents to acquire the subject properties for the purposes set forth herein.

The above and foregoing ordinance having been duly submitted to the Tangipahoa Parish Council in writing; introduced at a public meeting of the Tangipahoa Parish Council; discussed at the said public hearing; after motion and second was submitted to the official vote of the Tangipahoa Parish Council.

On motion by_ and seconded by _, the foregoing ordinance was hereby declared adopted on this 28th day of May, 2024 by the following roll-call vote:

YEAS:

NAYS:

ABSENT:

NOT VOTING:

ATTEST:

Jill DeSouge
Clerk of Council
Tangipahoa Parish Council

David P. Vial
Chairman
Tangipahoa Parish Council

INTRODUCED: May 13, 2024

PUBLISHED: May 23, 2024

OFFICIAL JOURNAL Hammond Daily Star

ADOPTED BY TPC: May 28, 2024

DELIVERED TO PRESIDENT: _____ day of May, 2024 at _____

APPROVED BY PRESIDENT: _____
Robby Miller Date

VETOED BY PRESIDENT: _____
Robby Miller Date

RECEIVED FROM PRESIDENT: _____ day of May, 2024 at _____

T. P. Ordinance No. 24-22

AN ORDINANCE TO ACQUIRE OWNERSHIP OF RIGHT OF WAYS FOR THE STATE PROJECT #H.014265 N. RIVER ROAD BRIDGE OVER IRVING BRANCH BRIDGE REPLACEMENT PROJECT IN KENTWOOD, LOUISIANA, TO AUTHORIZE THE PARISH PRESIDENT TO SIGN AND EXECUTE ALL NECESSARY DOCUMENTS TO PROVIDE FOR THE RECORDATION AND TO PROVIDE COPIES TO ALL INVOLVED PARTIES

WHEREAS, Tangipahoa Parish Government has identified and prioritized the “N. River Road Bridge Replacement” project as a priority; and

WHEREAS, in order to implement this project, the acquisition of needed right of way from property owners will be required; and

WHEREAS, it is necessary that the Tangipahoa Parish Council authorize the Tangipahoa Parish President or his designee to sign any all agreements, acts of sale, acts of donations and/or other necessary and relevant documents to acquire the subject properties for the purposes set forth herein.

The above and foregoing ordinance having been duly submitted to the Tangipahoa Parish Council in writing; introduced at a public meeting of the Tangipahoa Parish Council; discussed at the said public hearing; after motion and second was submitted to the official vote of the Tangipahoa Parish Council.

On motion by_ and seconded by _, the foregoing ordinance was hereby declared adopted on this 28th day of May, 2024 by the following roll-call vote:

YEAS:

NAYS:

ABSENT:

NOT VOTING:

ATTEST:

Jill DeSouge
Clerk of Council
Tangipahoa Parish Council

David P. Vial
Chairman
Tangipahoa Parish Council

INTRODUCED: May 13, 2024

PUBLISHED: May 23, 2024

OFFICIAL JOURNAL Hammond Daily Star

ADOPTED BY TPC: May 28, 2024

DELIVERED TO PRESIDENT: _____ day of May, 2024 at _____

APPROVED BY PRESIDENT: _____
Robby Miller Date

VETOED BY PRESIDENT: _____
Robby Miller Date

RECEIVED FROM PRESIDENT: _____ day of May, 2024 at _____

T.P. Ordinance No. 24-23

AN ORDINANCE DECLARING SURPLUS TPG ASSET #MISC0243, 22357 BRIGNAC ROAD, ROBERT, LA, ASSESSMENT #2306603 AND TO AUTHORIZE THE PARISH PRESIDENT OR HIS AUTHORIZED DESIGNEE TO SIGN ANY AND ALL DOCUMENTS IN REGARD TO THE SALE AND TRANSFER OF SAID PROPERTY IN DISTRICT 2

WHEREAS, the Parish of Tangipahoa owns immovable property described as TPG Asset #Misc0243, 22357 Brignac Road, Robert, LA, Assessment #2306603, and;

WHEREAS, the Parish has received an appraised Fair Market Value from Joseph Mier & Associates dated 4/12/2024 on the property, and the assessed value of the property is \$5,300.00.

WHEREAS, the Property is no longer needed by the Parish for a public purpose, and there is a need and purpose to declare the Property surplus and to sell, auction and/or dispose of said Property for no less than the appraised Fair Market Value of \$5,300.00 plus accrued administrative fees; and

WHEREAS, this Council is of the opinion that this property is surplus and no longer needed for public purposes and that it would be in the public interest to convey the above-mentioned property for the offered consideration.

WHEREAS,

NOW, THEREFORE, BE IT ORDAINED by the Tangipahoa Parish Council that: The Property described as 22357 Brignac Road, Robert, LA Assessment #2306603 and as further described in Exhibit 1 Attached, is hereby declared to be surplus property no longer needed for public purpose.

Section 2. After the final adoption of this ordinance, and pursuant to all applicable laws the Parish President or his authorized designee is authorized to execute an act of cash sale and any other required documents in which the Tangipahoa Parish Council conveys the property described as 22357 Brignac Road, Robert, LA Assessment #2306603 to awarded bidder.

Section 3. This act of sale shall be without warranty or recourse whatsoever (including warranty of title), even for the return or any reduction of the purchase price, but with subrogation to all rights and actions of warranty Parish of Tangipahoa may have and such sale shall contain such warranty limitations and other provisions as required by the Parish Attorney. The sale will be subject to the Conservation Easement required by the Road Home Program.

Section 4. The assessed Fair Market Value of said property is \$5,300.00 as determined by Joseph Mier & Associates dated April 12, 2024, plus accrued administrative fees.

BE IT FURTHER ORDAINED that pursuant to all applicable provisions of law, the Office of the Parish President is directed and authorized to assess, deem, designate, and determine that such immovable Property is now surplus; and

All ordinances or parts of Ordinances in conflict herewith are hereby repealed. If any provision of this Ordinance shall be held to be invalid, such invalidity shall not affect other provisions herein which can be given effect without the invalid provision and to this end the provisions of this Ordinance are hereby declared to be severable.

This ordinance having been submitted in writing, having been introduced at a public meeting of the Tangipahoa Parish Council, discussed at a public hearing of said council and was submitted to an official vote of the Tangipahoa Parish Council shall take effect immediately upon the signature of the Tangipahoa Parish President.

On motion by_ and seconded by _, the foregoing ordinance was hereby declared adopted on this 28th day of May, 2024 by the following roll-call vote:

YEAS:

NAYS:

ABSENT:

NOT VOTING:

ATTEST:

Jill DeSouge
Clerk of Council
Tangipahoa Parish Council

David P. Vial
Chairman
Tangipahoa Parish Council

INTRODUCED: May 13, 2024

PUBLISHED: May 23, 2024

ADOPTED BY TPC: May 28, 2024

OFFICIAL JOURNAL Hammond Daily Star

DELIVERED TO PRESIDENT: _____ day of May, 2024 at _____

APPROVED BY PRESIDENT: _____
Robby Miller Date

VETOED BY PRESIDENT: _____
Robby Miller Date

RECEIVED FROM PRESIDENT: _____ day of May, 2024 at _____

EXHIBIT 1

**ATTACHED HERETO AND MADE PART OF
T.P. ORDINANCE NO. 24-23**

LLT # 133200

ALL THAT CERTAIN TRACT OR PORTION OF LAND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in SECTION 12, Township 6 South, Range 8 East, Tangipahoa Parish, Louisiana, more particularly described as follows:

Commencing at a point 364.4 feet West, 394.4 feet North and 800 feet North 50 degrees 00 minutes East of the extreme Northwest corner of Section 12, Township 6 South, Range 8 East, Tangipahoa Parish, thence proceed North 50 degrees 00 minutes East 100 feet; thence 40 degrees 00 minutes West 314 feet, more or less, to the South bank of Chappapeela Creek, being Point "A"; thence from the Point of Beginning proceed North 40 degrees 00 minutes 314 feet, more or less, to the South bank of Chappapeela Creek, being Point "B" thence from Point "B" proceed northeasterly along the South bank of Chappapeela Creek to Point "A", the above described parcel containing 0.72 acres, more or less.

For information only and not as part of the legal description, the municipal address of the Property is: 22357 Brignac Road, Robert, Louisiana 70455.

T. P. RESOLUTION NO. R24-14

**A RESOLUTION OF THE TANGIPAHOA PARISH COUNCIL-PRESIDENT
GOVERNMENT FOR ACCEPTING THE VOLUNTARY
TRANSFER/CONSOLIDATION OF THE KENTWOOD HOUSING CHOICE
VOUCHER PROGRAM (LA206) INTO TANGIPAHOA PARISH GOVERNMENT
HOUSING CHOICE VOUCHER PROGRAM (LA207)**

WHEREAS, the provision for safe, decent, and affordable housing for low-income families is of critical importance to the Parish of Tangipahoa; and

WHEREAS, currently the Town of Kentwood Housing Choice Voucher Program (LA206) consist of 73 baseline vouchers that provide many of the same services and operate in the same jurisdictions; and

WHEREAS, the Housing Choice Voucher Program has continued to be under-funded, and The U. S. Department of Housing and Urban Development (HUD) encourages smaller programs to consolidate with other programs in an effort to maintain program participants and reduce administrative costs; and

WHEREAS, it is the desire of the agency to voluntarily transfer/consolidate its Housing Choice Voucher Program along with the budget authority to the Tangipahoa Parish Government Housing Choice Voucher Program effective July 1, 2024.

BE IT RESOLVED, the Tangipahoa Parish Council-President Government accepts and approves the transfer/consolidation of the Town of Kentwood Housing Choice Voucher Program (LA206) to the Tangipahoa Parish Government Housing Choice Voucher Program (LA207) effective July 1, 2024.

On motion by _ and seconded by _, the foregoing resolution was hereby declared adopted on this the 13th day of May 2024 by the following roll-call vote:

YEAS:

NAYS:

ABSENT:

NOT VOTING:

ATTEST:

Jill DeSouge, Clerk of Council
Tangipahoa Parish Council

David P. Vial, Chairman
Tangipahoa Parish Council

Robby Miller, President
Tangipahoa Parish



POST OFFICE BOX 215
AMITE, LOUISIANA 70422

OFFICE (985) 748-3211
FAX (985) 748-7576

ROBBY MILLER
PARISH PRESIDENT

May 3, 2024

Elvetra Gibbs, Director
New Orleans Office of Public Housing
U.S. Department of Housing and Urban Development
Hales Boggs Federal Building 500
Poydras Street, 9th Floor
New Orleans, LA 70130

Dear Mrs. Gibbs:

Please find enclosed the consolidation agreement for Kentwood Housing Authority (LA206). All boards and agencies have voluntarily agreed to transfer its Housing Choice Voucher Program and budget authority to the Tangipahoa Parish Government Housing Program effective July 1, 2024. Tangipahoa Parish Government has agreed to accept this agency.

If any additional information is needed to complete this process, please do not hesitate to contact me. Thank you in advance for your guidance and consideration in honoring this request.

Sincerely,



Robby Miller, Parish President
Tangipahoa Parish Government



Tonya Mabry, Executive Director
Tangipahoa Parish Government

COUNCIL

DARRELL SINAGRA
DISTRICT 1
EMILE "JOEY" MAYEAUX
DISTRICT 6

JOHN INGRAFFIA
DISTRICT 2
LIONELL WELLS
DISTRICT 7

LOUIS "NICK" JOSEPH
DISTRICT 3
DAVID P. VIAL
DISTRICT 8

JOSEPH HAVIS
DISTRICT 4
BRIGETTE HYDE
DISTRICT 9

H. G. "BUDDY" RIDGEL
DISTRICT 5
STRADER CIEUTAT
DISTRICT 10

Mayor
Irma T. Gordon

Town Clerk
Fredrika M. Ruffin

Town of Kentwood
Louisiana
308 Avenue G
Kentwood, Louisiana 70444
P: 985-229-3451
F: 985-614-2007

Town Council
Gary Callihan
Xavier Diamond
Michael Hall
Paul Stewart
Jakoiya Wilkerson

May 2, 2024

U. S. Department of Housing and Urban Development
ATTN: Mrs. Elvetra Gibbs, HUD Director New Orleans Field Office
500 Poydras St, 9th Floor
New Orleans, LA 70130

RE: VOLUNTARY TRANSFER OF HOUSING CHOICE VOUCHER PROGRAM (HCVP)
AGREEMENT

Dear Mrs. Gibbs:

The Kentwood Housing Authority, located in Kentwood, Louisiana, is requesting to voluntarily transfer its Housing Choice Program (HCVP) to the Tangipahoa Parish Government Housing Program. Both agencies are located in Tangipahoa Parish and service the same jurisdiction. The Housing Choice Voucher Program has continued to be underfunded and is unable to sustain itself as a small agency.

Therefore, it is the desire of the Mayor, Mayor Pro Tem, and the Executive Director to voluntarily transfer 73 vouchers along with the budget authority to the Tangipahoa Parish Government Section 8 Program effective July 1, 2024. Both agencies concur and agree with the transfer.

If you have any questions, please do not hesitate to contact us. Thanking you in advance for your consideration to honor our request.

Sincerely,




Evelyn Williams, Executive Director
Kentwood Housing Authority



Tonya Mabry, Executive Director
Tangipahoa Parish Housing Authority



Irma Gordon, Mayor
Town of Kentwood



Robby Miller, Parish President
Tangipahoa Parish Government



Xavier Diamond, Mayor Pro Tem
Town of Kentwood



P.O. BOX 215 • AMITE, LA 70422
(985) 748-3211 • FAX (985) 748-8994
www.tangipahoa.org

**BOARD / COMMITTEE
NEW APPOINTEE**

Name: Lionel Sutton, Sr.

Board of Interest: Recreation # 3

APPOINTED BY: _____

Mailing Address
10258 Hwy 1045
Amite, LA 70422

Physical Address
(Same)

Home Phone (Same)

Cell Phone 985-517-0275

Email Address eldlionel@bellsouth.net

Occupation: Retired (WIA/CSM IV)

Years of Residence in Tangipahoa Parish: 62

Have you served on any Parish board/committee previously? YES NO

If Yes, what board/committee(s): _____

By signing below, I certify that the foregoing information is true and correct

Lionel Sutton, Sr.
Signature

5/3/24
Date

COUNCIL

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