

RESOLUTION NUMBER 7276

WHEREAS, the City of Beatrice, Nebraska ("City") and Motorola Solutions, Inc., a Delaware Corporation ("Motorola"), desire to enter into an agreement for Motorola to provide M500 Cloud Software to the City for M500 equipment purchased by the City for use by the Beatrice Police Department.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BEATRICE, NEBRASKA:

SECTION 1. That the Mayor and City Clerk of the City of Beatrice, Nebraska are hereby authorized to execute the Proof of Concept Agreement with Motorola Solutions, Inc. for Motorola to provide M500 Cloud Software to the City for M500 equipment purchased by the City for use by the Beatrice Police Department. A copy of said Agreement, marked as Exhibit "A", is attached hereto and incorporated herein by reference.

SECTION 2. That all resolutions or parts of resolutions in conflict herewith are hereby repealed.

RESOLUTION PASSED AND ADOPTED this 15th day of April, 2024.

Attest:


Erin Saathoff, CMC, City Clerk


Mike McLain, Acting Mayor

Exhibit "A"

PROOF OF CONCEPT AGREEMENT VIDEOMANAGER CLOUD

This Proof of Concept Agreement ("**Agreement**"), effective as of the date of the last signature below ("**Effective Date**"), is made on the 15 day of April, 2024, between Motorola Solutions, Inc., a Delaware corporation whose principal place of business is at 500 W. Monroe, Chicago, IL 60661 ("**Motorola**" or "**Motorola Solutions**") and the City of Beatrice, Nebraska, a Nebraska municipal corporation, whose principal place of business is 400 Ella Street Beatrice, NE 68310 ("**Customer**"). Motorola and Customer may be referred to individually as **Party** and together as **Parties**.

This Agreement sets forth the terms under which Motorola Solutions will provide equipment ("**Equipment**") software ("**Software**"), subscription-based-software ("**Subscription Software**") and/or provide related services ("**Services**") (**Collectively the "Solution"**), as applicable to enable Customer to evaluate the Solution. Such Solution may be identified in an attached Scope of Work ("**SOW**") or other if applicable or in other documentation provided to Customer. Additional terms and conditions applicable to specific Subscription Software are set forth in the Subscription Software Addendum ("**SSA**"), attached hereto, along with any ordering document ("**Ordering Document**"), and will form part of the Agreement.

Equipment, Software, and Services will be provided at a single site selected by Customer. Equipment shall be shipped to 400 Ella Street, Beatrice, NE 68310.

License. Subject to the terms of the SSA, Motorola Solutions hereby grants to Customer, a temporary, revocable royalty-free, non-exclusive, non-transferable, non-assignable right to use the Software and any accompanying documentation only to evaluate the Solution ("**Evaluation**") during the Term.

Term. The term of this Agreement shall be three (3) months and shall commence on the activation date ("**Activation Date**"), which is defined as the date that the Authorized Users (as defined in the attached SSA) receive access to the Solution (the "**Term**"), unless terminated earlier in accordance with this Agreement. Motorola Solutions may terminate this Agreement at any time prior to the end of the Term for any reason or for no reason. Customer may terminate this Agreement prior to expiration by notifying Motorola Solutions and returning all Equipment and Software to Motorola Solutions in accordance with the below paragraph, "**Receipt and Return.**" The Term may be extended by mutual written consent.

Conditions. Customer and its employees shall at all times exercise reasonable care in using the Solution, including proper use and maintenance in accordance with Motorola Solutions' instructions.

This Agreement shall not be interpreted as granting to Customer any license, title or right not expressly granted herein. Customer agrees that it will not do any of the following and will require others to refrain from doing any of the following with regard to the Software provided directly or indirectly, by electronic or other means: (i) copy, modify, or translate the Software; (ii) reproduce, reverse engineer, distribute, sell, publish, commercially exploit, rent, lease, sublicense, assign or otherwise transfer or make available the Software or any part thereof to any third party, or otherwise disseminate the Software in any manner; (iii) modify, decompile, or disassemble the Software or part thereof, or attempt to derive source code from the Software; or (iv) remove any proprietary notices, labels, or marks on the Software or any part thereof. Customer's use of the Software is strictly limited to use in connection with the Evaluation and only for use solely in connection with the Equipment. Motorola Solutions reserves all rights to the Software not expressly granted herein. Customer agrees to abide by the copyright laws of the United States and all other relevant jurisdictions, including without limitation, the copyright laws where Customer uses the Solution. Customer agrees to immediately cease using the Software if it fails to comply with this paragraph or any other part of this Agreement.

Ownership and Proprietary Rights. The Software, Equipment, and documentation is solely owned by Motorola Solutions. The Software is licensed to Customer and is not being sold to Customer. All right, title, and interest in and to the Software remains vested in Motorola Solutions or its licensors. Except as expressly provided herein, this Agreement does not grant to Customer any express or implied rights under any Motorola Solutions patents, copyrights, trademarks, or other intellectual property rights. All rights not expressly granted to Customer hereunder are reserved for Motorola Solutions. The Equipment and Software and associated documentation shall remain the personal property of Motorola Solutions even if installed in or attached (even temporarily) to hardware owned by Customer or a third party.

☐ **License Plate Recognition ("LPR") Software and Equipment.** If this box is checked, LPR Software and/or Equipment is included in the scope of this Agreement, in addition to the terms of this Agreement, the additional terms and conditions in Exhibit B ("License Plate Recognition Additional Terms and Conditions") shall apply.

Customer Software. Customer may provide additional software for use during the Evaluation. Customer warrants and represents that it has the right and applicable licenses to allow Motorola to access and use such software for purposes of the Evaluation, including all third-party portions of such software. To the extent allowable by law, Customer shall indemnify and hold Motorola harmless for any and all claims related to or arising from access or use of software provided by Customer for the Evaluation.

Data Storage. If the Solution provided pursuant to this Agreement includes the storage of Customer data, Customer must retrieve all stored data within 30 days of the end of the Term or prior to the effective date of termination of the Agreement. Unless otherwise agreed in writing, Motorola will not retain Customer data after expiration or termination of the Agreement. Customer is solely responsible for complying with evidentiary or record retention laws, regulations, rules or policies. Motorola disclaims any and all liability for compliance with any evidentiary requirements. Further, Motorola does not provide assurances for or support of evidentiary rules and requirements after effective date of termination unless Customer makes a purchase of the Service.

Trade Secret. Customer acknowledges that the Software, any associated documentation and methodologies used in providing Services are proprietary to, and valuable trade secrets of Motorola Solutions, and are entrusted to Customer only for evaluation purposes in accordance with this Agreement. Customer and its employees shall treat the Solution in the strictest confidence.

Customer agrees that it will not, without Motorola Solutions' express prior written consent:

- a. disclose any information about the Solution, its design and performance specifications, methodologies, or the existence of the Evaluation and its results to anyone other than Customer's employees who are performing the Evaluation and have a need to have access such information; or
- b. copy any portion of the Solution or the methodologies used in providing the Services, Software or documentation, except to the extent necessary to perform the Evaluation.

Results of Evaluation. Motorola Solutions may receive suggestions, recommendations, comments, or other communication from Customer about the Solution ("**Feedback**"). Any Feedback given by Customer is and will be entirely voluntary and, even if designated as confidential, will not create any confidentiality obligation for Motorola Solutions. Motorola Solutions will be free to use, reproduce, license or otherwise distribute and exploit the Feedback to improve and enhance the Solution and otherwise, without any obligation to Customer. Customer acknowledges that Motorola Solutions' receipt of the Feedback does not imply or create recognition by Motorola Solutions of either the novelty or originality of any idea. Customer further agrees that all fixes, modifications and improvements to the Solution conceived by or made by Motorola Solutions that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola Solutions and all right, title and interest in and to such fixes, modifications or improvements to the Solution will vest solely in Motorola Solutions.

Confidentiality. "Confidential Information" is defined as any and all Motorola Solutions information consistent with the Evaluation that is (i) disclosed in oral, written, graphic, machine recognizable, and/or sample form, or (ii) obtained by examination, testing or analysis of any products, hardware, software, documentation, or any component part thereof provided by Motorola Solutions to Customer.

Customer is not obligated to maintain as confidential, Confidential information that Customer can demonstrate to Motorola Solutions' satisfaction (i) is now available or becomes available to the public through no fault of Customer; (ii) is explicitly approved for release by written authorization of Motorola Solutions; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the Customer or any of its affiliated companies prior to such disclosure; or (v) is independently developed by Customer or any of its Affiliated Companies without the use of any of Motorola Solutions' Confidential Information or any breach of this Agreement. "**Affiliated Company**" means any company which is, now or during the term of this Agreement, a wholly-owned subsidiary of a Party or any of its wholly-owned subsidiaries, the parent company of a Party, or a wholly-owned subsidiary of the parent company.

If Customer is required to disclose Confidential Information pursuant to applicable law, statute, or regulation, or court order, the Customer will give to Motorola Solutions prompt written notice of the request and a reasonable opportunity to object to such disclosure and seek a protective order or appropriate remedy. If, in the absence of a protective order, Customer determines, upon the advice of counsel, that it is

required to disclose such information, it may disclose only Confidential Information specifically required and only to the extent compelled to do so.

During the term of this Agreement and for a period of 5 year(s) from the expiration or termination of this Agreement, Customer will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees, agents or consultants who must be directly involved with the Confidential Information for the Evaluation and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not reverse engineer, decompile or disassemble any Confidential Information; (iv) 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; (v) promptly notify Motorola Solutions 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 (vi) only use the Confidential Information in connection with the Evaluation.

All Confidential Information remains the property of Motorola Solutions and will not be copied or reproduced without the express written permission of Motorola Solutions, except for copies that are absolutely necessary for the Evaluation.

Export Compliance. Customer will not transfer, directly or indirectly, any product, technical data or software furnished hereunder, or the direct product of such technical data or software, to any country for which the United States Government, or any other applicable government, requires an export license or other governmental approval, without first obtaining such license or approval.

Customer Site. If the Solution is to be installed at a Customer location ("Site"), the Solution will only be installed and/or evaluated at the Customer site identified in the documents provided by Motorola for the Evaluation. 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. This includes, but is not limited to providing a traffic safety plan to facilitate the safe deployment of all Equipment that is installed on, over, or near Sites with active roadways. 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. The Equipment used for the Services will only be located at such site. If the Solution is to be accessed remotely, Customer will only access Solution in the manner described by Solution documentation or as otherwise instructed by Motorola.

Site Conditions and Issues. 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. Customer is responsible for providing a security detail to facilitate a safe working environment, at Motorola's request, while a Motorola employee or subcontractor is conducting on-site demonstrations, installations, or site walks. If Motorola or Customer identifies any deficiencies or non-conformities in the Site, Customer will promptly remediate such issues or the Parties will select a replacement Site.

Receipt and Return. If the Solution included hardware, customer shall be responsible for the shipping and returning of all the Equipment and Software to Motorola Solutions within thirty (30) days after the expiration of the Term using the provided pre-paid shipping label(s). Failure of Customer to return the Equipment as required may result in additional charges due to Motorola Solutions to cover the cost of the Equipment. Customer shall return or destroy all copies of the Confidential Information, Software and documentation after the Term. Customer equipment shall be free of Motorola's Software within thirty (30) days after the Term or early termination under the terms of the Agreement.

Existing Equipment and Software. Customer is solely responsible for supporting and maintaining any existing equipment and software. The Equipment and Software provided by Motorola may connect to or interface with existing equipment and software owned by Customer. Any failures or deficiencies may impact the functionality of the Solution.

Warranty Disclaimer. EACH PARTY RECOGNIZES AND AGREES THAT ALL SOFTWARE, EQUIPMENT, AND SERVICES ("SOLUTION") PROVIDED UNDER THIS AGREEMENT BY MOTOROLA SOLUTIONS IS DELIVERED AS IS, WHERE IS, AND WHEN AVAILABLE. MOTOROLA SOLUTIONS MAKES NO REPRESENTATIONS OR WARRANTIES UNDER OR RELATED TO THIS AGREEMENT FOR THE PRODUCTS PROVIDED HEREUNDER AND HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, WRITTEN

OR ORAL, STATUTORY, EXPRESS OR IMPLIED, RELATED TO THE SOFTWARE PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION, TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DESIGN, CONDITION, QUALITY, CAPACITY, MATERIAL OR WORKMANSHIP OR AS TO PATENT INFRINGEMENT OR THE LIKE, IT BEING AGREED THAT ALL SUCH RISKS ARE, AS BETWEEN MOTOROLA SOLUTIONS AND CUSTOMER, TO BE BORNE BY CUSTOMER.

Limitation of Liability. Motorola Solutions does not assume and shall have no liability under this Agreement for (i) failure to deliver the Services or Software within a specified time period; (ii) availability and delays in delivery of the Services or Software, (iii) any failure or interruption of the Software and/or operation of the Equipment, or (iv) damage caused by the Software or Equipment due directly or indirectly to causes beyond the control of Motorola Solutions, including, but not limited to acts of God, acts of the public enemy, acts of the government, acts or failures to act by you, fires, floods, epidemics, quarantine restrictions, corrosive substances in the air or other hazardous environmental conditions, strikes, freight embargoes, inability to obtain materials or services, commotion, war, unusually severe weather conditions or default of subcontractors whether or not due to any such causes; (v) maintenance and storage of data; (vi) disclosure of or failure to protect personally identifiable data. IN NO EVENT SHALL MOTOROLA SOLUTIONS BE LIABLE FOR ANY INCIDENTAL, INDIRECT, DIRECT, SPECIAL, REMOTE, PUNITIVE OR CONSEQUENTIAL DAMAGES CAUSED BY ITS NEGLIGENCE OR OTHERWISE, NOR FOR REVENUE OR ACTUAL OR PROSPECTIVE PROFITS, SALES, BUSINESS ADVANTAGE, OR GOODWILL, OR ATTORNEY'S FEES, ARISING FROM OR CAUSED, DIRECTLY OR INDIRECTLY BY THE USE OF THE EQUIPMENT OR SOFTWARE PROVIDED UNDER THIS AGREEMENT; ECONOMIC LOSS; PERSONAL INJURIES OR PROPERTY DAMAGES SUSTAINED BY CUSTOMER OR ANY THIRD PARTIES INCLUDING, WITHOUT LIMITATION, LIABILITY FOR ANY LOSS OR DAMAGE RESULTING FROM ANY INTERRUPTION CAUSED BY THE EQUIPMENT OR SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. MOTOROLA SOLUTIONS' TOTAL LIABILITY FOR DAMAGES TO CUSTOMER OR OTHERS SHALL IN NO WAY EXCEED THE AMOUNT PAID BY THE CUSTOMER TO MOTOROLA SOLUTIONS UNDER THIS AGREEMENT, EXCEPT IN INSTANCES OF BODILY INJURY OR DAMAGE TO TANGIBLE PERSONAL PROPERTY.

No Waiver. No waiver, amendment or modification of any provision hereof or of any right or remedy hereunder will be effective unless made in writing and signed by the Party against whom such waiver, amendment or modification is sought to be enforced. No failure by any Party to exercise, and no delay by any Party in exercising, any right, power or remedy with respect to the obligations secured hereby will operate as a waiver of any such right, power or remedy.

Indemnification. To the extent allowable by law, Customer will indemnify and hold Motorola harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or damage to property which may accrue against Motorola to the extent it is caused by Customer, its other contractors, or their employees or agents, including but not limited to causes of action for damages related to tracking, location based services ("LBS"), breach of privacy, and the use or misuse of Personal Identifiable Information ("PII"). Customer is, will be and remain the controller of the data contained in the Equipment for purposes of all applicable laws relating to data privacy, transborder data flow and data protection.

Regulatory Requirements. Customer is solely responsible for complying with any and all statutory or regulatory requirements associated with use of the Solution, including requirements triggered by voice and data transmission. Any changes to the design, installation, support, or other obligations required to achieve regulatory compliance, including but not limited to FCC or ADA requirements, may impact the price of Solution. Further, Motorola Solutions makes no commitment to collect, hold, manage, or maintain data for evidentiary or recovery purposes.

No Assignment. Neither the Agreement nor any right or obligation hereunder may be assigned or delegated by Customer (including by operation of law) without Motorola Solutions' express prior written consent, and any assignment or delegation without such consent will be void.

Governing Law. This Agreement shall be governed by the laws of the State of Texas without giving effect to the conflict of law principles thereof and excluding the Convention on Contracts for the International Sale of Goods.

Entire Agreement and Counterparts. The Agreement is the entire understanding of the Parties with respect to the subject matter hereof. This Agreement may be executed in multiple counterparts and shall 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, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall 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.

IN WITNESS WHEREOF, the parties, intending to be legally bound, have executed this Agreement as of the Effective Date.

MOTOROLA SOLUTIONS, INC.

By: Madeline Hodson

Name Typed:

Title: Mobile Video Central US Manager

Date: 4/3/2024

CUSTOMER

By: Mike McLain

Name Typed: Mike McLain

Title: Acting Mayor

Date: 4-15-24

Exhibit A - 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 Agreement ("**Customer**"), and will be subject to, and governed by, the terms of the Agreement entered into between the Parties, effective as of the Activation Date. Capitalized terms used in this SSA, but not defined herein, will have the meanings set forth in the Agreement.

1. **Addendum.** This SSA governs Customer's purchase or evaluation of Subscription Software 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 Agreement Term, Motorola will provide to Customer the Subscription Software 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. **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. "**Authorized Users**" are defined as Customer's employees, full-time contractors engaged for the purpose of supporting the Equipment and Services that are not competitors of Motorola. 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.

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. 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.** Notwithstanding any provision to the contrary in the Agreement, certain Subscription Software is governed by a separate license, EULA, or other agreement, including terms governing third-party software, such as open source software, included in the Subscription Software. Customer will comply, and ensure its Authorized Users comply, with such additional license agreements.

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 Motorola Solutions, Inc. Proof of Concept Agreement with SSA 4.01.24

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. "Documentation" is defined as training manuals, and other deliverables such as reports, specifications, designs, plans, drawings, analytics, or other information provided with the Equipment and Services, which specify technical and performance features, capabilities, users or operation.

4. Term.

4.1. **Termination.** Notwithstanding the termination provisions of the Agreement, 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).

5. Liability.

5.1. **ADDITIONAL EXCLUSIONS.** IN ADDITION TO THE EXCLUSIONS FROM DAMAGES SET FORTH IN THE AGREEMENT, 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. **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.

Exhibit B - License Plate Recognition Additional Terms and Conditions

Subscription Software. Subject to the terms below, and if included in the Ordering Documents, or SOW, Customer may evaluate License Plate Recognition software, Law Enforcement Archival Report Network ("Vehicle Manager"). These additional terms and conditions, in addition to the terms of the SSA, govern the Customer's evaluation of Vehicle Manager from Motorola and will form part of the Parties' Agreement.

Definitions:

- **Commercial LPR Data** refers to LPR data collected by private sources and available on Vigilant Vehicle Manager 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.

Access. Use and access to Vehicle Manager is strictly restricted to Law Enforcement Agencies ("LEAs") and their Authorized Users.

LPR Data Ownership and Retention. Customer retains all rights in the LPR data collected by the Customer, and is considered ("Customer Data") and is subject to the Customer's own retention policy. LPR data that has reached the end of the retention period set by the Customer in Vehicle Manager, will be deleted from Vehicle Manager in accordance with Customer's retention policy.

Data Sharing. Customer has the option share its Customer Data with LEA's who contract with Motorola for Vehicle Manager 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 Vehicle Manager or Client Portal, as applicable.

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 Vehicle Manager. Such LPR data generated by other LEAs is considered "Third-Party LPR Data" and shall be used by Customer only in connection with its use of Vehicle Manager. Third-party LPR data is governed by the retention policy of its respective owner, once the Third Party LPR Data has reached its expiration date will be deleted from Vehicle Manager in accordance with the retention terms of the sharing agency.

Motorola in its sole discretion may deny access to Vehicle Manager 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, Vehicle Manager through use of Customer login credentials, including ensuring their compliance with this Agreement. 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.

Commercial LPR Data Access. If Commercial LPR Data is included in the scope of this evaluation, then Motorola shall grant a revocable, non-exclusive, non-transferable license to use Commercial LPR data solely for law enforcement purposes. Customer shall be solely responsible for their use of the data and their compliance with all applicable laws. All terms and conditions of this Agreement, including the SSA and this Exhibit shall apply. Unless expressly permitted, Customer shall not disclose any Commercial LPR Data to third parties, and in all cases, Customer will use best efforts, including by implementing industry standard security measures, to protect and secure Commercial LPR Data and guard against unauthorized disclosure and use. Motorola retains all title and rights to Commercial LPR Data. Customer shall not utilize Commercial LPR Data on the behalf of other local, state or Federal LEAs.

(a) Commercial LPR Data - Exclusions. IN ADDITION TO THE DISCLAIMERS SET FORTH IN THE AGREEMENT, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA IS NOT RESPONSIBLE FOR (AND WARRANTIES AND INDEMNITIES DO NOT APPLY TO) THE COMMERCIAL LPR DATA, AND CUSTOMER AGREES THAT THE COMMERCIAL LPR DATA IS PROVIDED AS-IS AND WITHOUT WARRANTY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, AND CUSTOMER MUST EXERCISE INDEPENDENT JUDGMENT WHEN USING THE COMMERCIAL LPR DATA. WITHOUT LIMITING THE FOREGOING, MOTOROLA DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED, OR THAT AVAILABILITY OF THE LICENSOR CONTENT SHALL BE UNINTERRUPTED, ACCURATE, COMPLETE, OR ERROR-FREE.

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, incorporated herein, and will comply with the terms of the CJIS Security Addendum for the term of the Agreement or Ordering Document. 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.



MEMORANDUM

TO: Mayor & City Council

DATE SUBMITTED: April 8, 2024

FROM: Taylor Rivera
City Attorney

FOR AGENDA OF: April 15, 2024

SUBJECT: Motorola Software Agreements

EXHIBIT(S):

In 2023, the Beatrice Police Department ordered equipment from Motorola Solutions, Inc. The shipping of said equipment was delayed by at least six (6) months, and as a consolation to the Police Department, Motorola has agreed to allow the Police Department to try some additional software compatible with the equipment purchased free of charge. Specifically, Motorola has agreed to allow the Police Department to use its License Plate Reading Software and Cloud Storage Software for the equipment purchased. The trial period the License Plate Reading Software is twelve (12) months, and the Cloud Storage Software trial period is three (3) months.