

Motorola Solutions Connectivity Service Order Agreement No. 2

1. TERM OF SERVICE ORDER AGREEMENT

This Motorola Solutions Connectivity Service Order Agreement ("SOA") is by and between Prince George's County, Maryland, a body corporate and politic ("Customer") and Motorola Solutions, Inc. by and through its wholly owned subsidiary, Motorola Solutions Connectivity, Inc. ("Motorola") and shall commence on April 16, 2026 (the "SOA Effective Date") and terminate on June 30, 2030 (the "Initial Term"), unless earlier terminated in accordance with the provisions of the Master Service Agreement dated of even date herewith, by and between the parties hereto (hereafter the "MSA"). The purpose of this SOA is to extend the existing services being provided to Customer under SOA 1 at the pricing delineated in this SOA. In addition, a Transport Connectivity Addendum is attached to this SOA 2 regarding any transport connectivity that Customer may purchase.

2. DEFINITIONS

Capitalized terms used, but not defined in this SOA are defined elsewhere in the SOA, MSA or Applicable Tariff.

"**Applicable Tariffs**" consist of the standard Motorola Solutions Connectivity service descriptions, pricing and other provisions filed by Motorola or any of its Affiliates with the appropriate state regulatory commission having jurisdiction respecting a Service, as revised by Motorola from time to time. In the event an Applicable Tariff is withdrawn by Motorola or tariffing is no longer permitted or required by the appropriate state regulatory commission, references to the Applicable Tariff shall be deemed to refer to the corresponding state allowed named document for the services offered herein.

"**Individual Case Basis**" (ICB) means a service arrangement in which the regulations, rates, charges and other terms and conditions are developed based on the specific circumstances of the case. Motorola may or may not have an equivalent service in the price list for which there is a rate, and the quoted ICB rates may be different than the price list rates. ICB must be provided under contract to a customer and the contract filed (under seal) with the Commission, upon request. All customers have nondiscriminatory access to requesting the service under an ICB rate. Recurring and non-recurring charges for all services provided pursuant to this price list may be individualized for a particular Customer based on the need to respond to a unique service application and/or market condition. All services will be offered on the same basis to any other Customer, which has the same service specifications and market conditions.

3. SERVICES

Motorola will provide the services to Customer under this SOA as selected below ("Services"), and as further provided in Attachment 2, attached hereto and incorporated herein ("Proposal").

3.1 REGULATED SERVICES

Regulated services may be ordered as provided below ("Regulated Services"). Pricing, service descriptions and other provisions relating to the Services will be set forth in this SOA, the MSA, and the Applicable Tariffs.

**A. Motorola Routing Service –
GEOSPATIAL (INDICATE SELECTION BY
CHECKING BOX)**

- ☒ i3 Geospatial Routing
- ☒ ECRF/LVF Service
- ☒ i3 Logging Service
- ☒ 9-1-1 Network Elements
- ☒ Location Database (LDB)

**B. VESTA® 9-1-1 AS A SERVICE – REGULATED SERVICES
(ONLY APPLIES IF MPLS CIRCUITS ARE BEING PURCHASED)**

☐ MPLS Circuits

3.2 OPTIONAL SERVICES

Optional Services are services that are not regulated by a state regulatory commission, and are not included in the Applicable Tariffs ("Optional Services"). Optional Services may be ordered by selecting below and are further described in the Proposal.

☐ VESTA® 9-1-1 as a Service

3.3 SERVICES COMMENCEMENT DATE

Regulated Services that are selected shall commence on a date to be mutually agreed upon between Motorola and Customer by execution of a written amendment hereto ("Regulated Services Commencement Date"). Optional Services that are selected shall commence on a date to be mutually agreed upon between Motorola and Customer by execution of a written amendment hereto ("Optional Services Commencement Date"). Regulated Services Commencement Date and Optional Services Commencement Date are referred to herein, collectively as "Services Commencement Date." The rates and charges for Services will be effective on the Services Commencement Date. Upon completion of the term of this SOA and any extensions thereof, and until a new SOA has been executed between the parties, unless Motorola has provided prior notice of changes in the rates, the monthly recurring charges and term shown herein shall be as follows:

for Regulated and Optional Services, the monthly recurring charges shall be the greater of: (i) the monthly recurring charge provided in the table below; or (ii) the monthly recurring charge as adjusted by the annual rate of the Consumer Price Index published by the U.S. Department of Labor, Bureau of Labor Statistics, commonly known as the "Consumer Price Index for all Urban Consumers" for the immediately preceding twelve (12) month period, and the term shall automatically extend in one (1) year successive terms.

4. PRICING

The rates and charges provided herein for Services are further described in the Pricing Schedule, attached hereto and incorporated herein as Attachment 1. Regulated Services are

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priced pursuant to the Applicable Tariff rates and/or pursuant to an Individual Case Basis arrangement. Optional Services are priced pursuant to the Proposal.

4.1 NON-RECURRING CHARGES (NRC) AND/OR ADVANCE PAYMENTS

Non-recurring charges and/or advance payments may be required in order to provision the Services. A schedule of non-recurring charges and/or advance payment amounts and events when such charges and/or amounts are due are provided in the Pricing Schedule. Motorola shall provide an invoice to Customer upon occurrence of each event. Any non-recurring charges set forth in the Pricing Schedule are non-refundable.

4.2 MONTHLY RECURRING CHARGES

Monthly recurring charges for the Services are provided in the Pricing Schedule. Additional charges may be rendered by other local exchange carriers in connection with the provisioning of 9-1-1 Emergency Service to the Customer.

Persons Served is calculated by taking the most recent county population as estimated by the U.S. Census Bureau data (<https://www.census.gov/programs-surveys/popest/data/tables.2019.html>). PSAPs that serve an area that crosses county boundaries, or encompasses only a portion of a county, the number of persons served will be determined on a case-by-case basis. The number of persons served is subject to annual review and sizing using the most recent U.S. Census Bureau data.

5. INVOICING AND PAYMENT

Except as otherwise provided in the Proposal, invoicing and payments shall be made as set forth below. For Regulated Services, if no invoicing or payment terms are provided, then the Applicable Tariff applies.

For non-recurring charges and/or advance payments, Motorola shall invoice the Customer upon completion of each milestone. For monthly recurring charges, Motorola shall invoice the charges for the Services in advance based upon the Services Commencement Date, and at the beginning of each subsequent month thereafter. In the event that the Services Commencement Date does not coincide with the beginning of a month, such month shall be prorated based on a thirty day calendar month. Payment is due thirty (30) days net from the date of invoice.

Customer may prepay any non-recurring and monthly recurring charges. All amounts provided herein are exclusive of any taxes, duties, levies, fees, or similar charges imposed by a third party other than Motorola.

Unless otherwise specified on the particular invoice, all payments shall be due and payable in U.S. Dollars. A maximum late payment charge of 1% per month on a pro rata basis applies to all billed balances that are not paid by the billing date shown on the next bill beginning from the date first due until paid in full.

6. GOVERNMENTAL/OTHER CHARGES

As further described in Section 5 of the MSA, regardless of any stabilization of rates or charges that may appear in this SOA, Motorola reserves the right to increase charges as a result of: (i) expenses incurred by Motorola reasonably relating to regulatory assessments stemming from an order, rule or regulation of the Federal Communications Commission or other regulatory authority or court having competent jurisdiction (including but not limited to payphone, PICC and USF related expenses and E9-1-1 and deaf relay charges); or (ii) the price or availability of network elements used in the provision of the Services, amounts other carriers are required to pay to Motorola or the amount Motorola is required to pay to other carriers in connection with the provision of the Services to Customer under this SOA.

7. COMMISSION JURISDICTION

If an ICB is subject to the jurisdiction of a regulatory commission, each such ICB will be subject to changes or modifications as the controlling commission may direct from time to time in the exercise of its jurisdiction. Therefore, for this purpose, each such ICB will be deemed to be a separate agreement with respect to the Services offered in a particular jurisdiction.

8. ORDER OF PRECEDENCE

This SOA is made pursuant to and is governed by the MSA. Customer and Motorola acknowledge and agree that in the event of a conflict between any provisions of this SOA, the MSA and any other ancillary document or agreement related to this SOA, the order of precedence shall be: this SOA, the SOA attachments (if applicable), the MSA, MSA exhibits, and then ancillary documents.

CUSTOMER
PRINCE GEORGE'S COUNTY, MARYLAND

Print Name: Melvin D. Powell

Signed: _____

Title: Deputy Chief Administrative Office for Public Safety

Date: _____

MOTOROLA SOLUTIONS, INC. by and through its wholly owned subsidiary, Motorola Solutions Connectivity, Inc.

Signed: _____

Print Name: _____

Title: _____ Date: _____

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ATTACHMENT 1 PRICING SCHEDULE

SUMMARY MOTOROLA ROUTING SERVICE

County	2024 U.S. Census Population Estimate	Non-Recurring Charge (NRC) per Person	NRC/Advance Payments Total	Monthly Recurring Charge (MRC) per Person	MRC Total
Prince George's County, MD	947,430	N/A	N/A	\$.161	\$7,620,988

NRC AND/OR ADVANCE PAYMENTS SCHEDULE OF PAYMENTS

NON-RECURRING CHARGES/ADVANCE PAYMENTS	
MILESTONES (Options)	Total Amount
1. Contract Execution – 100%	
2. Contract Execution – 50% Installation Completion – 50%	
3. Other (Agreed to by the Parties)	
SUBTOTAL (NRC/ADVANCE PAYMENTS)	N/A

MONTHLY RECURRING CHARGES (MRC) SCHEDULE OF PAYMENTS

REGULATED SERVICES				
9-1-1 Emergency Services	Monthly Rate Per Person Served	Monthly Rate Total	Number of Months	Total Amount (Initial Term) 5 Years
<i>Geospatial</i>				
i3 Geospatial Routing	\$0.1609	\$152,419.76	50	\$7,620,988*
ECRF/LVF Service				
i3 Logging Service				
9-1-1 Network Elements				
Location Database (LDB)				
Year One LSR Interconnection Service	N/A			
Transport Connectivity				
OPTIONAL SERVICES				
SUBTOTAL (MRC)				\$7,620,988

TOTALS – NRC/ADVANCE PAYMENTS AND MRC	
SUBTOTAL – NRC/ADVANCE PAYMENTS	\$0
SUBTOTAL – MRC	\$7,620,988
* NOTE: Pricing for each month of the Initial Term of SOA 2 will be as delineated in Exhibit 1.	
TOTAL AMOUNT	\$7,620,988

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EXHIBIT 1 SPECIFIC MRC PRICING FOR INITIAL TERM

Term	April 16, – June 30, 2026	July 1, 2026 – 2027	July 1, 2027 – 2028	July 1, 2028- 2029	July 1, 2029 – 2030
Months	.5 – 2	2 to 14	14 to 26	26 to 38	38 to 50
Monthly Recurring Charge	\$140,584	\$144,801	\$149,145	\$153,620	\$158,228
Annualized Price	\$351,460	\$1,737,612	\$1,789,740	\$1,843,440	\$1,898.736

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EXHIBIT 2 TRANSPORT CONNECTIVITY ADDENDUM

Addendum to Master Service Agreement For Transport Connectivity

This Addendum for Transport Connectivity (this "TCA") is entered into between Motorola Solutions, Inc. by and through its wholly owned subsidiary, Motorola Solutions Connectivity, Inc., with offices at 500 W Monroe St., Suite 4400, Chicago, IL 60661 ("Motorola"), and Prince George's County, Maryland ("Customer"), and will be subject to, and governed by, the terms of the Master Service Agreement between Customer and Motorola, the Two-Party Agreement, and the Motorola Solutions Customer Agreement entered into between Customer and Motorola, (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 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 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 Motorola, 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 Motorola 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 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

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included as part of Connectivity from third party providers. Any SLAs available to Customer will be separately identified and provided by Motorola 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 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 Motorola. An applicable SOW may contain SLAs with respect to other services provided by Motorola 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.

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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 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. Each of Verizon and Motorola 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 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

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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 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

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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.