

STATE OF VERMONT STATEWIDE PURCHASING AGREEMENT # 44311
MOTOROLA HARDWARE, SOFTWARE, SUPPORT SERVICES AND TRAINING

Contractor: Motorola Solutions, Inc.

1. **Parties.** This Statewide Purchasing Agreement (“Agreement”) is a contract between the State of Vermont, through its Department of Buildings and General Services, Office of Purchasing & Contracting (“State”), and the Contractor identified above (“Contractor”). It is the Contractor’s responsibility to contact the Vermont Department of Taxes to determine if, by law, the Contractor is required to have a Vermont Department of Taxes Business Account Number.
2. **Subject Matter.** This Agreement authorizes Purchasing Entities (defined herein) to procure those products and/or services offered by Contractor that are identified herein, at or below the pricing established under this Agreement for such products and/or services. Contractor agrees to provide such products and/or services subject to all terms and conditions of this Agreement.
3. **Purchasing Entities.** As authorized under 29 V.S.A. § 902, this Agreement may be used by (a) all departments, offices, institutions, and other agencies of the State of Vermont and counties (each a “State Purchaser”); and (b) political subdivisions of the State of Vermont and any institution of higher education chartered in Vermont and accredited or holding a certificate of approval from the State Board of Education (each an “Additional Purchaser”). Collectively, State Purchasers and Additional Purchasers are also referred to herein as a “Purchasing Entity” or “Purchasing Entities”. Issues concerning interpretation and eligibility for participation are solely within the authority of the State of Vermont Chief Procurement Officer. The State of Vermont and its officers and employees shall have no responsibility or liability for Additional Purchasers. Each Additional Purchaser must make its own determination whether this Agreement is consistent with its procurement policies and regulations.
4. **Contract Term.** This Agreement shall be effective on August 12, 2022 and end on August 13, 2024 Contractor agrees that this Agreement may be renewed by the State for up to two additional years beyond the initial term and in such event the parties shall execute an amendment to this Agreement.
 - a. **Sole Source Contract for Services.** This Contract results from a “sole source” procurement under State of Vermont Administrative Bulletin 3.5 process and Contractor hereby certifies that it is and will remain in compliance with the campaign contribution restrictions under 17 V.S.A. § 2950.
5. **Available Products and/or Services.** The products and/or services listed in this section may be purchased under this Agreement, subject to the requirements for ordering established under this Agreement. Contractor agrees to provide such products and/or services subject to the terms and conditions of this Agreement. Contractor acknowledges that each and all of the promises it makes in this Agreement will apply to all products and services provided hereunder, regardless of who is providing or licensing the product or performing the work. Contractor shall be responsible to the Purchasing Entity for successful performance and compliance with all requirements in accordance with the terms and conditions set forth by this Agreement.
 - a. **Video as a Service**

Item	Description	Ext. Sales Price
Body Worn Cameras	V300 continuous-operation body-worn camera, detachable battery and camera mount.	\$49/month

Contractor: Motorola Solutions, Inc.

IN-CAR CAMERAS	WatchGuard 4RE® in-car video system, CarDetector Mobile LPR and Vigilant PlateSearch software, infrared cabin camera, choice of forward-facing HD camera, HiFi microphone, WiFi upload kit and smart power switch.	\$149/month
Integrated System	Body-Worn Camera System + In-Car Camera System + WiFi access point/body-worn camera dock for a seamless, integrated camera system.	\$198/month
Spare V300 Battery		\$99 each
AAS-BWC-XFS-DOC	Transfer Station (8 Bay) Video-as-a-Service Package	\$30/month

b. *CommandCentral Capabilities*

Item Number	Description	Qty	Term	Ext. Sales Price
ISV00S01459A	DIGITAL EVIDENCE DELIVERY SERVICES	1		\$14,573.33
PSV00S01454A	LMS ONBOARDING	5		\$0.00
SSV00S02600A	COMMANDCENTRAL EVIDENCE STANDARD*	1	1 YEAR	Included
SSV00S02602A	DIGITAL EVIDENCE MANAGEMENT*	1	1 YEAR	Included
SSV00S02603A	CASE SHARING CAPABILITIES*	1	1 YEAR	Included
SSV00S02604A	FIELD RESPONSE APPLICATION*	1	1 YEAR	Included
SSV00S02605A	RECORDS MANAGEMENT*	1	1 YEAR	Included
SSV00S02783A	COMMANDCENTRAL STORAGE GB*	10000	1 YEAR	\$7,500.00 / additional storage can be added at .75 per gig annually

c. *Data Replication*

Item Number	Description	Qty	Term	Ext. Sales Price
ISV00S01856A	FLEX RECORDS DELIVERY SERVICES	1		1,569.52
SSV00S00059A-SP	DATA REPLICATION SOFTWARE	1		\$24,667.28
SSV00S00024A-SP	DATA REPLICATION MAINTENANCE - STANDARD	1	1 Year	2,960.07

d. Server Migration

Item Number	Description	Qty	Ext. Sales Price
ISV00S01856A	Flex Linux to Linux Server Migration - Remote	1	\$9,160.07
ISV00S01851A	Flex GIS Server Migration - Remote	1	\$3,474.35

e. Minimum License Required – HUB/Law Core Only

Item Number	Description	Qty	Ext. Sales Price
	HUB	1	\$68,677.69
	Law Records	1	\$3,283.74

f. Annual Support and Maintenance for Spillman Flex CAD/RMS Suite

- a. Annual Maintenance \$191,894.47
- b. Monthly Amount \$15,991.20
- c. Quarterly Amount \$47,973.61

Suite includes:

Driver License Scan
EMS Records Management
Fire Records Management
Geobase
Integrated Hub - Names, Vehicles, Property, Wanted Persons, Message Center, LMS
Integrated Hub - Names, Vehicles, Property, Wanted Persons, Message Center, LMS
Iron Mountain Source Code Escrow
Mobile RMS Query
Mobile RMS Query
Mobile Server - CAD
Mobile Server for Shared
Mobile Server for Shared
Mobile State Query
Mobile State Query
Mobile Voiceless CAD
Mobile Voiceless CAD
Personnel Management
Records Management
Response Plans
Spillman CAD
Traffic Information
Vermont IBR
Vermont State Link
XML Citation Interface

g. Managed GIS Services – Quarterly/Monthly

Item Number	Description	Qty	Ext. Sales Price
SSV00S02109A-SP	FlexGIS Managed Services	1	\$42,500 Annual / \$10,625 Quarterly

h. Hourly Support Rate – No Patch Privileges

Item Number	Description	Qty	Ext. Sales Price
	Hourly Rate – Weekday	1	\$247.50
	Hourly Rate – Holiday and Weekend	1	\$330.00

i. Command Central Evidence

COMMANDCENTRAL EVIDENCE STANDARD			
SSV00S02600A	CommandCentral Evidence Standard (Annual Per Named User Fee)	1	\$180.00
SSV00S02602A	Digital Evidence Management	1	\$0.00
SSV00S02605A	Records Management	1	\$0.00
SSV00S02604A	Field Response Application	1	\$0.00
SSV00S02783A	CommandCentral Evidence Standard Block of Storage (per GB)	1	\$0.75
COMMANDCENTRAL EVIDENCE PLUS			
SSV00S02601A	CommandCentral Evidence Plus (Annual Per Named User Fee)	1	\$468.00
SSV00S02606A	Optimized Digital Evidence	1	\$0.00
SSV00S02605A	Records Management	1	\$0.00
SSV00S02604A	Field Response Application	1	\$0.00
SSV00S02603A	Case Sharing Capabilities	1	\$0.00
SSV00S02782A	Community Interaction Tool	1	\$0.00
SSV00S02783A	CommandCentral Evidence Plus Block of Storage (per GB)	1	\$0.75

j. Command Central Community

COMMANDCENTRAL COMMUNITY STANDARD			
SSV00S02400A	Community Standard Annual Per Agency fee	1	\$2,400.00
SSV00S02400A	Community Standard Named Users 1-500	1	\$60.00
SSV00S02400A	Community Standard Named Users 501+	1	\$24.00
SSV00S02783A	CommandCentral Evidence Plus Block of Storage (per GB)	1	\$0.75
PSV00S02529A	Custom Forms Onboarding Fee (Per Deployment)	1	\$750.00

k. Command Central Aware

COMMANDCENTRAL AWARE STARTER - APX NEXT			
SSV00S02383A	Aware Starter APX Next - Free 1 year Trial - Up to 3 Named Users		\$5.00
COMMANDCENTRAL AWARE STARTER - 911 VESTA			
SSV00S02486A	Aware Starter 911 per Agency Fee	1	\$3,000.00
SSV00S02486A	Aware Starter 911 Named Users 1-10	1	\$465.00
SSV00S02486A	Aware Starter 911 Named Users 11-15	1	\$350.00
SSV00S02486A	Aware Starter 911 Named Users 16-25	1	\$265.00
SSV00S02486A	Aware Starter 911 Named Users 26+	1	\$200.00
COMMANDCENTRAL AWARE STANDARD			
SSV00S02384A	Aware Standard per Agency Fee	1	\$13,500.00
SSV00S02384A	Aware Standard Named Users 1-10	1	\$650.00
SSV00S02384A	Aware Standard Named Users 11-15	1	\$490.00
SSV00S02384A	Aware Standard Named Users 16-25	1	\$415.00
SSV00S02384A	Aware Standard Named Users 26+	1	\$355.00
COMMANDCENTRAL AWARE PLUS			
SSV00S02385A	Aware Plus per Agency Fee	1	\$16,750.00
SSV00S02385A	Aware Plus Named Users 1-10	1	\$850.00
SSV00S02385A	Aware Plus Named Users 11-15	1	\$640.00
SSV00S02385A	Aware Plus Named Users 16-25	1	\$540.00
SSV00S02385A	Aware Plus Named Users 26+	1	\$460.00
SSV00S02783A	CommandCentral Evidence Standard Block of Storage (per GB)	1	\$0.75
COMMANDCENTRAL AWARE PREMIUM			
SSV00S02386A	Aware Premium per Agency Fee	1	\$22,750.00
SSV00S02386A	Aware Premium Named Users 1-10	1	\$1,000.00
SSV00S02386A	Aware Premium Named Users 11-15	1	\$755.00
SSV00S02386A	Aware Premium Named Users 16-25	1	\$640.00
SSV00S02386A	Aware Premium Named Users 26+	1	\$545.00
SSV00S02783A	CommandCentral Evidence Standard Block of Storage (per GB)	1	\$0.75

1. Command Central investigate

COMMANDCENTRAL INVESTIGATE			
258	CC Investigate Subscription per # of Sworn (Use table below)	1	\$2,000.00
# of Sworn Officers	CC Investigate List Price - annual subscription		
4000+			Custom Quote
3999-2000			\$321,600
1999-1500			\$162,960
1499-1000			\$125,460
999-750			\$83,640
749-500			\$56,820
499-250			\$41,820
249-125			\$24,660
124-75			\$20,160
74-26			\$16,560
25-1			\$14,160

m. Avigilon Video Security – US Price List - Reference the spreadsheet included as an attachment to this Agreement– State of Vermont Discount is 20% off MSRP.

6. **Product/Service Documents.** “Product/Service Documents” shall mean one or more document, agreement or other instrument required in connection with the acquisition or performance of the products and services being procured by the Purchasing Entity, whether required by Contractor or any third parties whose products and/or services are available for purchase under this Agreement , regardless of format, including the Motorola Master Customer Agreement identified in section 18.d of this Agreement, the documents identified in section 19 of this Agreement, and any license agreement, end user license agreement, service level agreement, or similar document, any hyperlinks to documents contained in the Product/Service Documents and any other paper or electronic version thereof. Contractor promises that each of the third parties whose products and/or services are available for purchase under this Agreement (each a “Provider”) understand and agree that the terms and conditions of this Agreement, including Attachments C and D hereto, are applicable to the Provider’s products and/or services and this Agreement and are subordinate to the terms of this Agreement.
7. **Term and Payment Provisions in Product/Service Documents.** All Product/Service Documents shall run concurrently with the term of the applicable Order for the products and/or services made hereunder; provided, however, to the extent the Purchasing Entity has purchased a perpetual license to use software, hardware or other services, such license shall remain in place unless expressly terminated in accordance with the terms of the order. Contractor acknowledges and agrees for itself and for its Providers that to the extent any language in a Product/Service Document provides for alternate term or termination provisions, including automatic renewals, or provides for payment terms that are in conflict with the payment terms set forth in this Agreement, such language shall

be waived and shall have no force and effect, unless otherwise agreed to as provided in Section 8. herein.

8. ***Subsequent Unilateral Modification of Product/Service Documents.*** Notwithstanding any other provision or other unilateral license terms which may be issued by Contractor or any Provider after the dated date of this Agreement, and irrespective of whether any such provisions have been proposed prior to or after the issuance of an order for the products and services being purchased by the Purchasing Entity, as applicable, the components of which are licensed under the Product/Service Documents, or the fact that such other agreement may be affixed to or accompany the products and services being purchased hereunder, as applicable, upon delivery (“shrink wrap”), the terms and conditions set forth in this Agreement shall supersede and govern licensing and delivery of all products and services hereunder, unless it is otherwise agreed in an Order that a specifically enumerated provision of this Agreement is expressly superseded by a specifically enumerated provision within a Product/Service Document, and provided that any such Order made by a State Purchaser shall not be valid unless first approved by the State’s Chief Information Officer and the Office of the Vermont Attorney General. Except and to the limited extent permitted in the preceding sentence, the terms and conditions of this Agreement shall in all cases take precedence over the Product/Service Documents and any ambiguity, conflict or inconsistency in the Product/Service Documents shall be resolved in accordance with this order of precedence.
9. ***Pricing.*** Pricing, including discounts, for products and/or services available under this Agreement is set forth above. Purchasing Entities may solicit the Contractor for deeper discounts than the minimum contract pricing established under this Agreement (e.g., additional volume pricing, incremental discounts, firm fixed pricing or other incentives). Contractor shall list the State’s contract pricing on a contract specific website listing the complete catalog of products available under this agreement.
10. ***Requirements for Ordering.***
 - a. Orders placed under this Agreement must be in writing and, at a minimum, shall specify:
 - i. The product(s) being delivered (if applicable) and the place and time of delivery;
 - ii. The service(s) required (if applicable) and the place and time period for performance;
 - iii. The Purchasing Entity’s billing address;
 - iv. The Purchasing Entity’s billing email address;
 - v. The price per unit, rates, or other pricing elements consistent with this Agreement;
 - vi. A maximum amount payable by the Purchasing Entity under the order;
 - vii. A unique identifier for the order; and
 - viii. The State of Vermont Statewide Purchasing Agreement Number.
 - ix. The Product/Service Documents applicable to the product or service being ordered.

- b. Orders may include additional terms as necessary to comply with local, state or federal laws or regulations applicable to the Purchasing Entity.
- c. State Purchasers must follow the ordering procedures of the State Contract Administrator to execute orders against this Agreement.

11. *Payment Provisions and Invoicing.*

- a. Payment obligations shall be solely between the Purchasing Entity and the Contractor.
- b. If applicable, all equipment pricing is to include F.O.B. delivery to the ordering facility. No request for extra delivery cost will be honored.
- c. Retainage may be specified in an order in an amount mutually agreeable to the parties.
- d. Payment terms are Net 30 days from the date the State receives an error-free invoice with all necessary and complete supporting documentation. Invoices shall itemize all work performed during the invoice period, including, as applicable, the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment. As applicable, a copy of the notice(s) of acceptance shall accompany invoices submitted for payment.
- e. Invoices shall be sent to the address identified on the Purchasing Entity's order and must specify:
 - i. The address to which payments will be sent:
 - ii. The State of Vermont Statewide Purchasing Agreement Number; and
 - iii. The unique identifier for the order against which the invoice is being submitted.
- f. Reimbursement of expenses is not authorized. All rates set forth in an order shall be inclusive of any and all Contractor fees and expenses.
- g. Unopened products can be returned with no restocking fee up to 30 days from the date of receipt.
- h. The State Purchasing Card may be used by State Purchasers for the payment of invoices. Use of the Purchasing Card requires all required documentation applicable to the purchase. The Purchasing Card is a payment mechanism, not a procurement approach and, therefore, does not relieve State Purchasers from adhering to all procurement laws, regulations, policies, procedures, and best practices.

- 12. *No effect of Click-Through or Other Additional Terms and Conditions.*** Where a Purchasing Entity is required to click-through or otherwise accept or made subject to any electronic terms and conditions to use or access any product or service purchased hereunder, such terms and conditions are not binding and shall have no force or effect as to the product or service, this Agreement, or the applicable order for the product or service. Further, any terms and conditions of a Party's invoice, acknowledgment, confirmation, or similar document, shall not apply to any order under this Agreement, or to this Agreement, and any such terms and conditions on any such document are objected to without need of further notice or objection.

13. **Reporting.** Contractor shall submit quarterly reports electronically detailing the purchasing of all items by all Purchasing Entities under this Agreement. Contractor's reporting shall detail the minimum requirements for orders as set out in section 7.a, above. Contractor's reporting shall state "no activity" for any month in which there is no activity during a quarterly reporting period.

- a. The reports shall be an excel spreadsheet transmitted electronically to SOV.ThePathForward@vermont.gov.
- b. Reports are due for each quarter as follows:

Reporting Period	Report Due
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

- c. Failure to meet these reporting requirements may result in suspension or termination of this Agreement.

14. **Prior Approvals.** In accordance with current State law, bulletins, and interpretations, this Agreement shall not be binding until it has been approved by the Vermont Attorney General's Office, the Secretary of Administration, and the State's Chief Information Officer.

15. **Entire Agreement; Amendment.** This Agreement, inclusive of its attachments and/or exhibits, sets forth the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. No changes, modifications, or amendments in the terms and conditions of this Agreement shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.

16. **Termination.** This Agreement may be terminated by the State at any time upon 30 days prior written notice to the Contractor. Upon termination or expiration of this Agreement, each party will assist the other in the transfer of all assets, tangible and intangible, as may facilitate the orderly, non-disrupted business continuation of each party. This provision shall not relieve the Contractor or Purchasing Entity of the obligation to perform under any order executed prior to the effective date of termination or other expiration of this Agreement.

17. **Primary Contacts.** The Parties will keep and maintain current at all times a primary point of contact for this Agreement, which are presently as follows:

a. **For the Contractor:**

Name: Caleb Jenson
 Phone: 801/902-1456 (O) 435/512-3586 (M)
 Email: caleb.jenson@motorolasolutions.com

b. **For the State:**

Name: State of Vermont, Stephen Fazekas

Address: 133 State Street, Montpelier, VT 05633-8000
Phone: 802/279-7075
Fax: 802/828-2222
Email: Stephen.fazekas@vermont.gov

18. **Attachments.** The following documents are made part of this Agreement and any ambiguity or conflict among them shall be resolved by giving priority to the documents in the order in which they are listed below.

- a. “Attachment C: Standard State Provisions for Contracts and Grants” a preprinted form, revised December 15, 2017 (available online at: <https://bgs.vermont.gov/purchasing-contracting/forms>) is hereby incorporated by reference as if fully set forth herein and shall apply to this Agreement and all orders placed under this Agreement, except as modified in Section 20, below.
- b. “Attachment D: INFORMATION TECHNOLOGY SYSTEM IMPLEMENTATION TERMS AND CONDITIONS (rev. 3/08/19)” is attached to this Agreement and incorporated herein and shall apply to all orders placed under this Agreement.
- c. “Exhibit 1 Data Access” is attached to this Agreement and incorporated herein and shall apply to all orders placed under this Agreement.
- d. Attachment E: If an order made by a State Purchaser under this Agreement should require execution of a Business Associate Agreement (BAA), the parties agree to negotiate a mutually acceptable BAA and to amend this Agreement to include the BAA, and the terms and conditions of the BAA, when specified in an order, shall be incorporated by reference and apply to the order as if specifically set forth in the order.
- e. Motorola Master Customer Agreement is attached to this Agreement and incorporated herein and shall apply to all orders placed under this Agreement.
- f. ***Avigilon Video Security – US Price List***

19. The following Product/Service Documents are attached to this Agreement for reference. The then-current version of the Product/Service Documents shall apply to an order placed under this Agreement if and to the extent specified in the order.

- i. Motorola Equipment Purchase and Software License Addendum
- ii. Motorola Subscription Software Addendum
- iii. Motorola Video as a Service Addendum
- iv. Motorola DEMS Exhibit
- v. Motorola Enterprise Service Agreement (ESA)
- vi. Motorola Software Products Addendum

20. Parties agree that certain provisions of “Attachment C: Standard State Provisions for Contracts and Grants” are modified as set forth below in this section:

- a. Attachment C Section 7 (Defense and Indemnity) is hereby deleted and replaced as follows:

“The Party shall defend and indemnify the State and its officers and employees, against third party claims arising from the Party’s, including its agents and subcontractors, negligence, gross negligence or willful misconduct, and subject to Section 9. Limitation of Liability in Attachment D. The State shall notify the Party in writing of the event of any such claim or suit, and the Party shall promptly retain counsel and otherwise provide a complete, reasonable defense against the entire claim or suit. Indemnity is conditioned upon the State cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Claim. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to reasonably approve all proposed settlements of such claims or suits.

After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.

Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party or any third party.”

- b. The first paragraph of Attachment C Section 8 (Insurance) is hereby deleted and replaced as follows:

“Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of this Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely required limits and coverages that have been established to protect the interests of the State.”

- c. The final paragraph of Attachment C Section 8 (Insurance) is hereby deleted and replaced as follows:

“*Notice of Cancellation or Change.* There shall be no cancellation, change, potential exhaustion of aggregate limits of insurance coverage(s) without thirty (30) days written prior written notice to the State.”

- d. Attachment C Section 12 (Location of State Data) is hereby deleted and replaced as follows:

“No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the continental United States, except with the express written permission of the State. Reference Exhibit 1 Data Access for relevant Party data access standards.”

- e. Attachment C Section 19 (Sub-Agreements) is hereby deleted and replaced as follows:

“Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State.

Notwithstanding the foregoing, the Party may assign this Agreement, or its right to receive payment hereunder, to any of its affiliates without the prior consent of State, but only upon not less than ninety (90) days prior written notice to the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54). In the event any additional or different subcontractors are required or requested by State, or in the event State rejects the use of a particular subcontractor, such rejection must be submitted in writing and be based on just and reasonable cause. Any resultant change in contract price and/or schedule shall be mutually agreed upon.

Party shall include provisions substantively similar to the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 14 ("Fair Employment Practices and Americans with Disabilities Act")."

- f. Attachment C Section 27A (Non-Appropriation) is hereby deleted and replaced as follows:

"If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues. State shall notify Party in writing at the earliest possible time of non-appropriation and is liable for payment to the Party for products and services rendered prior to the effective date of termination."

- g. Attachment C Section 27 B (Termination for Cause) is hereby deleted and replaced as follows:

"Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured, or a cure plan is not provided, within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice."

STATE OF VERMONT STATEWIDE PURCHASING AGREEMENT # 44311

Contractor: Motorola Solutions, Inc.

By signing below Contractor agrees to offer the available products and services subject to the terms and conditions of this Agreement and at prices equal to or lower than the prices listed on this Agreement.

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the State of Vermont:

By Motorola Solutions Inc.

Date: 9/6/2022

Date: 8/31/2022

Signature: Jennifer M. V. Fitch, BGS Commissioner

Signature: Roy Kirchner

Name: Jennifer M.V. Fitch

Name: Roy Kirchner

Title: BGS Commissioner

Title: _____

ATTACHMENT D
INFORMATION TECHNOLOGY SYSTEM IMPLEMENTATION
TERMS AND CONDITIONS (rev. 3/08/19)

1. OWNERSHIP AND LICENSE IN DELIVERABLES

1.1 Intellectual Property. Contractor shall retain all right, title and interest in and to any work, ideas, inventions, discoveries, tools, methodology, computer programs, processes and improvements and any other intellectual property, tangible or intangible, that has been created by Contractor prior to entering into this Contract (“Contractor Intellectual Property”). Should the State require a license for the use of Contractor Intellectual Property in connection with the or use of the items that Contractor is required to deliver to the State under this Contract (“Deliverables”), the Contractor shall grant the State a royalty-free license for such use.

1.2 State Intellectual Property. The State shall retain all right, title and interest in and to (i) all content and all property, data and information furnished by or on behalf of the State or any agency, commission or board thereof, and to all information that is created under this Contract, including, data, information, and content, including images, text, videos, documents, audio, telemetry, location and structured data base records, provided by, or generated by, through, or on behalf of the State, a Purchasing Entity, its authorized users, and their end users through the use of the Products and Services (excluding Service Use Data as defined herein); and (ii) all State trademarks, trade names, logos and other State identifiers, Internet uniform resource locators, State user name or names, Internet addresses and e-mail addresses obtained or developed pursuant to this Contract (collectively, “State Intellectual Property”). State Intellectual Property does not include: (1) data Contractor collects from the State, a Purchasing Entity, its Authorized Users, and their end users for business contact purposes, including marketing, advertising, licensing and sales purposes (“State Contact Data”); (2) data concerning the use or performance of the Products and Services as may be generated by the a Purchasing Entity or the State’s use of the Products and Services or by Contractor’s support of the Products and Services, including personal information, product performance and error information, activity logs and date and time of use (“Service Use Data”), provided that Service Use Data will be anonymized to remove any means to identify the State or Purchasing Entity as the origin of the Service Use Data; (3) information from publicly available sources or Contractor’s third party content providers and made available to the State or a Purchasing Entity through the Products or Services (“Third-Party Data”); (4) data owned or licensed by Contractor (“Contractor Data”); or (5) comments or information, in oral or written form, given to Contractor by the State or Purchasing Entity, including their end users, in connection with or relating to the Products or Services (“Feedback”).

Notwithstanding any contrary language elsewhere in this Agreement, Contractor may not collect, access, or use State Intellectual Property for except as strictly necessary to provide or enable use of a Product or Service purchased under this Agreement. Notwithstanding the foregoing, Contractor may make use of data in this Section 4.2 identified as other than State Intellectual Property; provided, however, that no representations or warranties are made by the State or Purchasing Entities with respect to Contractor’s collection, creation, or use of such data.

Upon ninety (90) days after the expiration or termination of this Contract, Contractor shall return or destroy all State Intellectual Property and all copies thereof, and Contractor shall have no further right or license to such State Intellectual Property.

Contractor acquires no rights or licenses, including, without limitation, intellectual property rights or licenses, to use State Intellectual Property for its own purposes. In no event shall the Contractor claim any security interest in State Intellectual Property.

1.3 Contractor Materials. The State acknowledges that Contractor may use or provide the State or a Purchasing Entity with access to software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which Contractor 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 Contractor or another party) (collectively, “**Contractor Materials**”). The Products and Services, Contractor Data, Third-Party Data, and Documentation, are considered Contractor Materials. Except when Contractor has expressly transferred title or other interest to the State or a Purchasing Entity by way of Product / Service document, the Contractor Materials are the property of Contractor or its licensors, and Contractor or its licensors retain all right, title and interest in and to the Contractor 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 the State or any Purchasing Entity any shared development rights in or to any Contractor Materials or other intellectual property, and the State and all Purchasing Entities agree to cooperate with Contractor in the preparation of any documents and take any other actions reasonably requested by Contractor to effectuate the foregoing. Contractor and its licensors reserve all rights not expressly granted to the State and any Purchasing Entity, and no rights, other than those expressly granted herein, are granted to the State or any Purchasing Entity by implication, estoppel or otherwise. The State and Purchasing Entity 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 Contractor Materials, or permit any third party to do so.

2. CONFIDENTIALITY AND NON-DISCLOSURE; SECURITY BREACH REPORTING

2.1 For purposes of this Contract, confidential information will not include information or material which (a) enters the public domain (other than as a result of a breach of this Contract); (b) was in the receiving party’s possession prior to its receipt from the disclosing party; (c) is independently developed by the receiving party without the use of confidential information; (d) is obtained by the receiving party from a third party under no obligation of confidentiality to the disclosing party; or (e) is not exempt from disclosure under applicable State law.

2.2 All Confidential Information is and will remain the property of disclosing Party (“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, the Party receiving Confidential Information of the Discloser (“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.

2.3 **Confidentiality of Contractor Information.** The Contractor acknowledges and agrees that this Contract and any and all Contractor information obtained by the State in connection with this Contract are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq. The State will not disclose information for which a reasonable claim of exemption can be made pursuant to 1 V.S.A. § 317(c), including, but not limited to, trade secrets, proprietary information or financial information,

including any formulae, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information which is not patented, which is known only to the Contractor, and which gives the Contractor an opportunity to obtain business advantage over competitors who do not know it or use it.

Parties acknowledge and agree that this Agreement is a public record and does not contain any Confidential Information of the Parties.

The State shall immediately notify Contractor of any request made under the Access to Public Records Act, or any request or demand by any court, governmental agency or other person asserting a demand or request for Contractor information. Contractor may, in its discretion, seek an appropriate protective order, or otherwise defend any right it may have to maintain the confidentiality of such information under applicable State law within three business days of the State's receipt of any such request. Contractor agrees that it will not make any claim against the State if the State makes available to the public any information in accordance with the Access to Public Records Act or in response to a binding order from a court or governmental body or agency compelling its production.

The State agrees that (a) it will use the Contractor information only as may be necessary in the course of performing duties, receiving services or exercising rights under this Contract; (b) it will provide at a minimum the same care to avoid disclosure or unauthorized use of Contractor information as it provides to protect its own similar confidential and proprietary information; (c) except as required by the Access to Records Act, it will not disclose such information orally or in writing to any third party unless that third party is subject to a written confidentiality agreement that contains restrictions and safeguards at least as restrictive as those contained in this Contract; (d) it will take all reasonable precautions to protect the Contractor's information; and (e) it will not otherwise appropriate such information to its own use or to the use of any other person or entity.

Contractor may affix an appropriate legend to Contractor information that is provided under this Contract to reflect the Contractor's determination that any such information is a trade secret, proprietary information or financial information at time of delivery or disclosure.

2.4 Confidentiality of State Information. In performance of this Contract, and any exhibit or schedule hereunder, the Contractor acknowledges that certain State Data (as defined below), to which the Contractor may have access may contain individual federal tax information, personal protected health information and other individually identifiable information protected by State or federal law or otherwise exempt from disclosure under the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq. ("State Data").

State Data shall not be stored, accessed from, or transferred to any location outside the United States.

Unless otherwise instructed by the State, Contractor agrees to keep confidential all State Data. The Contractor agrees that (a) it will use the State Data only as may be necessary in the course of performing duties or exercising rights under this Contract; (b) it will provide at a minimum the same care to avoid disclosure or unauthorized use of State Data as it provides to protect its own similar confidential and proprietary information; (c) it will not publish, reproduce, or otherwise divulge any State Data in whole or in part, in any manner or form orally or in writing to any third party unless it has received written approval from the State and that third party is subject to a written confidentiality agreement that contains restrictions and safeguards at least as restrictive as those contained in this Contract; (d) it will take all reasonable precautions to protect the State's information; and (e) it will not otherwise appropriate such information to its own use or to the use of any other person or entity. Contractor will take reasonable measures as are necessary to restrict access to State Data in the Contractor's possession to only those employees on its staff who must have the information on a "need to know" basis. The Contractor shall not retain any State Data except to the extent required to perform the services under this Contract.

Contractor shall not access State user accounts or State Data, except in the course of data center operations, response to service or technical issues, as required by the express terms of this Contract, or at State's written request.

Contractor may not share State Data with its parent company or other affiliate without State's express written consent.

The Contractor shall promptly notify the State of any request or demand by any court, governmental agency or other person asserting a demand or request for State Data to which the Contractor or any third party hosting service of the Contractor may have access, so that the State may seek an appropriate protective order.

3. SECURITY OF STATE INFORMATION

3.1 **Security Standards.** To the extent the Contractor or its subcontractors, affiliates or agents handles, collects, stores, disseminates or otherwise deals with State Data, in connection with the products or services identified in Section 5 of the Agreement, the Contractor represents and warrants that it implements select controls consistent with NIST *Special Publication 800-53* (version 4 or higher) medium impact security baseline and shall implement applicable medium impact baseline controls within the time frames designated in the then current FBI's Criminal Justice Information Services (CJIS) Security Policy. and *Federal Information Processing Standards Publication 200* and designed to (i) ensure the security and confidentiality of State Data; (ii) protect against any anticipated security threats or hazards to the security or integrity of the State Data; and (iii) protect against unauthorized access to or use of State Data. Such measures shall include at a minimum: (1) access controls on information systems, including controls to authenticate and permit access to State Data only to authorized individuals and controls to prevent the Contractor employees from providing State Data to unauthorized individuals who may seek to obtain this information (whether through fraudulent means or otherwise); (2) industry-standard firewall protection; (3) encryption of electronic State Data while in transit from the Contractor networks to external networks; (4) measures to store in a secure fashion all State Data which shall include, but not be limited to, encryption at rest and multiple levels of authentication; (5) dual control procedures, segregation of duties, and pre-employment criminal background checks for employees with responsibilities for or access to State Data; (6) measures to ensure that the State Data shall not be altered or corrupted without the prior written consent of the State unless such alteration is necessary to the continued operation of the applicable product or service, and prior consent is not reasonable practicable; (7) measures to protect against destruction, loss or damage of State Data due to potential environmental hazards, such as fire and water damage; (8) staff training to implement the information security measures; and (9) monitoring of the security of any portions of the Contractor systems that are used in the provision of the services against intrusion on a twenty-four (24) hour a day basis.

3.2 **Security Breach Notice and Reporting.** The Contractor shall have policies and procedures in place for the effective management of Security Breaches, as defined below, which shall be made available to the State upon request.

In the event of any actual security breach or reasonable belief of an actual security breach the Contractor either suffers or learns of that either compromises or could compromise State Data (a "Security Breach"), the Contractor shall notify the State within 72 hours of its discovery. Contractor shall seek to determine the nature and extent of the Security Breach, contain the incident by stopping the unauthorized practice, recover records, shut down the system that was breached, revoke access and/or correct weaknesses in physical security. Contractor shall report to the State: (i) the nature of the Security Breach; (ii) the State Data used or disclosed; (iii) who made the unauthorized use or received the unauthorized disclosure; (iv) what the Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and (v) what corrective action the Contractor has taken or

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shall take to prevent future similar unauthorized use or disclosure. The Contractor shall provide such other information, including a written report, as reasonably requested by the State. Contractor shall analyze and document the incident and provide all notices it is required to provide by applicable law.

In accordance with Section 9 V.S.A. §2435(b)(3), the Contractor shall notify the Office of the Attorney General, or, if applicable, Vermont Department of Financial Regulation (“DFR”), within fourteen (14) business days of the Contractor’s discovery of the Security Breach. The notice shall provide a preliminary description of the breach.

The Contractor agrees to fully cooperate with the State and assume responsibility at its own expense for the following: (i) notice to affected consumers if the State determines it to be appropriate under the circumstances of any particular Security Breach, in a form recommended by the AGO; and (ii) investigation and remediation associated with a Security Breach, including but not limited to, outside investigation, forensics, counsel, crisis management and credit monitoring, in the sole determination of the State.

The Contractor agrees to comply with all applicable laws, as such laws may be amended from time to time (including, but not limited to, Chapter 62 of Title 9 of the Vermont Statutes and all applicable State and federal laws, rules or regulations) that require notification in the event of unauthorized release of personally-identifiable information or other event requiring notification.

In addition to any other indemnification obligations in this Contract, the Contractor shall fully indemnify the State from any costs, loss or damage to the State resulting from a Security Breach or the unauthorized disclosure of State Data by the Contractor, its officers, agents, employees, and subcontractors, such indemnification obligation shall be limited by the liability limitations described below in section 9 of this Attachment D.

- 3.3 **Security Policies.** To the extent the Contractor or its subcontractors, affiliates or agents handles, collects, stores, disseminates or otherwise deals with State Data, the Contractor will have an information security policy that protects its systems and processes and media that may contain State Data from internal and external security threats and State Data from unauthorized disclosure, and will have provided a copy of such policy to the State provided that the State executes an appropriate non-disclosure agreement.
- 3.4 **Operations Security.** To the extent the Contractor or its subcontractors, affiliates or agents handles, collects, stores, disseminates or otherwise deals with State Data, the Contractor shall cause an SSAE 18 SOC 2 Type 2 audit report to be conducted annually. Upon the State’s request and the execution of an appropriate non-disclosure agreement, Contractor will share the audit results and the Contractor’s plan for addressing or resolution of the audit results. shall be shared with the State within sixty (60) days of the Contractor's receipt of the audit
- 3.5 **Redundant Back-Up.** The Contractor shall maintain a fully redundant backup data center geographically separated from its main data center that maintains near real-time replication of data from the main data center.
- 3.6 **Vulnerability Testing.** The Contractor shall run quarterly vulnerability assessments and promptly report results to the State. Contractor shall remediate all critical issues within 90 days, all medium issues within 120 days and low issues within 180 days. Contractor shall obtain written State approval for any exceptions. Once remediation is complete, Contractor shall re-perform the test.

4. CONTRACTOR’S REPRESENTATIONS AND WARRANTIES

- 4.1 **General Representations and Warranties.** The Contractor represents, warrants and covenants that:

- (i) The Contractor has all requisite power and authority to execute, deliver and perform its obligations under this Contract and the execution, delivery and performance of this Contract by the Contractor has been duly authorized by the Contractor.
 - (ii) There is no outstanding litigation, arbitrated matter or other dispute to which the Contractor is a party which, if decided unfavorably to the Contractor, would reasonably be expected to have a material adverse effect on the Contractor's ability to fulfill its obligations under this Contract.
 - (iii) The Contractor will comply with all laws applicable to its performance of the services and otherwise to the Contractor in connection with its obligations under this Contract.
 - (iv) The Contractor has adequate resources to fulfill its obligations under this Contract.
 - (v) Neither Contractor nor Contractor's subcontractors has past state or federal violations, convictions or suspensions relating to miscoding of employees in NCCI job codes for purposes of differentiating between independent contractors and employees.
- 4.2 **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.
- 4.3 **Purchasing Entity Warranties.** Notwithstanding any contrary language elsewhere in this Agreement, all representations and warranties of a Purchasing Entity set forth in the Motorola Master Customer Agreement, or in any other Product/Service Document applicable to an Order made under this Agreement, unless otherwise expressly disclaimed, are made based upon the actual knowledge of the individual signing for the Purchasing Entity or if the Purchasing Entity should have reasonably known based on the individual's capacity as an officer or employee of the Purchasing Entity..
- 4.4 **Contractor Warranties.** Subject to the disclaimers and exclusions below, Contractor 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. Contractor provides other express warranties for Contractor-manufactured Equipment, Contractor-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.
- 4.5 **Warranty Claims; Remedies.** To assert a warranty claim, State must notify Contractor in writing of the claim prior to the expiration of any warranty period set forth in the 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, Contractor 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 State's sole and exclusive remedies for Contractor's breach of a warranty. Contractor's warranties are extended by Contractor to State only, and are not assignable or transferrable.
- 4.6 **Pass-Through Warranties.** In addition to the express warranties provided in this agreement, to the extent offered by third-party providers of software or hardware and to the extent permitted by law, Contractor will pass through express warranties provided by such third parties.
- 4.7 **WARRANTY DISCLAIMER.** EXCEPT FOR THE EXPRESS AND PASS THROUGH WARRANTIES IN THIS AGREEMENT, PRODUCTS AND SERVICES PURCHASED

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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 CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND QUALITY. CONTRACTOR 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 STATE'S PARTICULAR REQUIREMENTS.

5. PROFESSIONAL LIABILITY AND CYBER LIABILITY INSURANCE COVERAGE

In addition to the insurance required in Attachment C to this Contract, before commencing work on this Contract and throughout the term of this Contract, Contractor agrees to procure and maintain (a) Technology Professional Liability/ Cyber Liability insurance for any and all services performed under this Contract, with third party coverage of \$5,000,000.00 per claim and \$5,000,000.00 aggregate including first party Breach Notification and third-party cyber liability Coverage. Further, the policy will expressly provide, but not be limited to, coverage for losses arising from the following: (a) unauthorized use/access of computer systems (including mobile devices), servers, client's data or software; (b) defense of any regulatory action involving a breach of privacy; (c) failure to protect the confidential or proprietary information (personal and commercial information) and intellectual property from unauthorized disclosure or unauthorized access; (d) failure to adequately protect physical security of servers and systems including from cyber terrorism; (e) the costs for: notification, whether or not required by statute, credit file or identity monitoring, identity restoration, public relations or legal experts; (f) third party liability; (g) cyber extortion and cyber terrorism; and (h) no exclusion for actual or alleged breaches of professional services agreements associated with the above.

Before commencing work on this Contract the Contractor must provide certificates of insurance to show that the foregoing coverages are in effect.

With respect to the third-party cyber liability coverage, Contractor shall include the State of Vermont and its officers and employees as additional insureds for liability arising out of this Contract.

6. LIMITATION OF LIABILITY.

CONTRACTOR'S LIABILITY FOR DAMAGES TO ANY PURCHASER ARISING OUT OF THE SUBJECT MATTER OF THIS CONTRACT, WHETHER FOR BREACH OF CONTRACT, WARRANTY, TORT, OR OTHERWISE, SHALL NOT EXCEED ONE TIMES THE MAXIMUM AMOUNT PAYABLE UNDER THE APPLICABLE ORDER, OR THREE MILLION DOLLARS, WHICHEVER IS GREATER. THE FOREGOING LIMIT OF LIABILITY FOR SHALL NOT APPLY TO CLAIMS ARISING OUT OF: (A) CONTRACTOR'S CONFIDENTIALITY OBLIGATIONS TO THE PURCHASER; (B) PERSONAL INJURY OR DAMAGE TO REAL OR PERSONAL PROPERTY; OR (C) CONTRACTOR'S GROSS NEGLIGENCE, FRAUD OR INTENTIONAL MISCONDUCT.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL OR SPECIAL DAMAGES, LOSS OF BUSINESS, LOST INCOME, LOST PROFITS, LOST REVENUE, LOSS OF USE, LOSS OF DATA, LOSS OF GOODWILL, LOSS OF CAPITAL, COST OF SUBSTITUTE PRODUCTS, SUBSTITUTE FACILITIES OR SUBSTITUTE SERVICES, DOWNTIME COSTS, CLAIMS OF THIRD PARTIES, INCONVENIENCE, COMMERCIAL LOSS, LOST 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 EQUIPMENT, OR THE PERFORMANCE OF SERVICES BY CONTRACTOR SOLUTIONS PURSUANT TO THIS AGREEMENT. EVEN THOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF THOSE DAMAGES.

THIS SECTION 10, LIMITATION OF LIABILITY, WILL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

THIS SECTION 10, LIMITATION OF LIABILITY, APPLIES TO THE FULL EXTENT PERMITTED BY LAW.

THIS SECTION 10, LIMITATION OF LIABILITY, PREVAILS OVER ANY CONTRARY PROVISION IN THIS AGREEMENT.

The provisions of this Section shall apply notwithstanding any other provisions of this Contract or any other agreement.

7. PATENT AND COPYRIGHT INFRINGEMENT

Contractor will defend State against any third-party claim alleging that a Contractor-developed or manufactured Product or Service (the “**Infringing Product**”) directly infringes a United States patent or copyright (“**Infringement Claim**”), and Contractor will pay all damages finally awarded against State by a court of competent jurisdiction for an Infringement Claim, or agreed to in writing by Contractor in settlement of an Infringement Claim. Contractor’s duties under this **Section 10 – Patent, and Copyright Infringement** are conditioned upon: (a) State promptly notifying Contractor in writing of the Infringement Claim; (b) Contractor having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) State cooperating with Contractor and, if requested by Contractor, providing reasonable assistance in the defense of the Infringement Claim.

If an Infringement Claim occurs, or in Contractor’s opinion is likely to occur, Contractor may at its option and expense: (a) procure for State the right to continue using the Infringing Product; (b) replace or modify the Infringing Product so that it becomes non-infringing; or (c) with the State’s consent, and such consent shall be reasonably granted, grant State (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).

In addition to the other damages disclaimed under this Agreement, Contractor will have no duty to defend or indemnify State for any Infringement Claim that arises from or is based upon: (a) State Data, State-Provided Equipment, Non-Contractor 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 Contractor; (c) a Product or Service designed, modified, or manufactured in accordance with State’s designs, specifications, guidelines or instructions; (d) a modification of the Product or Service by a party other than Contractor; (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 State to use or install an update to the Product or Service that is intended to correct the claimed infringement. In no event will Contractor’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 Contractor from State from sales or license of the Infringing Product.

This **Section 10 – Patent, and Copyright Infringement** provides State’s sole and exclusive remedies and Contractor’s entire liability in the event of an Infringement Claim. clarity, the rights and remedies provided in this Section are subject to, and limited by, the restrictions set forth in **Section 9 – Limitation of Liability** above.

8. REMEDIES FOR DEFAULT; NO WAIVER OF REMEDIES

Either Party may terminate the Agreement or the applicable Product / Service 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 Product

/ Service document may be separately terminable as set forth therein. In the event either party is in default under this Contract, the non-defaulting party may, at its option, pursue any or all of the remedies available to it under this Contract, including termination for cause, and at law or in equity.

Contractor may terminate or suspend any Products or Services if Contractor 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 Contractor; (c) the State or Purchasing Entity fail to make any payments when due; or (d) the State or Purchasing Entity fails to comply with any of its other obligations or otherwise delays Contractor's ability to perform.

Notwithstanding any contrary language elsewhere, Contractor shall have no right to terminate this Agreement or the applicable Product/Service Document for its convenience.

If the State or Purchasing Entity has any outstanding payment obligations under this Agreement, Contractor may accelerate and declare all such obligations of the State or Purchasing Entity immediately due and payable by the State or Purchasing Entity. Notwithstanding the reason for termination or expiration, the State or Purchasing Entity must pay Contractor for Products and Services already delivered and not under dispute. The Parties have a duty to mitigate any damages under this Agreement, including in the event of default by a Party and the termination of this Agreement by the other Party.

No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by the other under this Contract shall impair any such right, power or remedy, or shall be construed as a waiver of any such right, power or remedy, nor shall any waiver of a single breach or default be deemed a waiver of any subsequent breach or default. All waivers must be in writing.

9 NO ASSUMPTION OF COSTS

Any requirement that the State defend or indemnify Contractor or otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or license verification costs of Contractor, is hereby deleted from the Contractor Documents.

10 TERMINATION

Upon termination for any reason or expiration of this Agreement or an Order made under this Agreement: (a) Contractor shall immediately deliver to the State all State information, State Intellectual Property or State Data (including without limitation any Deliverables for which State has made payment in whole or in part) ("State Materials"), that are in the possession or under the control of Contractor in whatever stage of development and form of recordation such State property is expressed or embodied at that time; and (b) the State and the Purchasing Entity will return or destroy (at Contractor's option) all Contractor Materials and Contractor's Confidential Information in their possession or control and, as applicable, provide proof of such destruction, except that Equipment purchased by the State or Purchasing Entity should not be returned.

In the event the Contractor ceases conducting business in the normal course, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets or avails itself of or becomes subject to any proceeding under the Federal Bankruptcy Act or any statute of any state relating to insolvency or the protection of rights of creditors, the Contractor shall immediately return all State Materials to State control; including, but not limited to, making all necessary access to applicable remote systems available to the State for purposes of downloading all State Materials.

Contractor shall reasonably cooperate with other parties in connection with all services to be delivered under this Contract, including without limitation any successor provider to whom State Materials are to be transferred in connection with termination. Contractor shall assist the State in exporting and extracting the State Materials, in a format usable without the use of the Services and as agreed to by State, at no additional cost.

Any transition services requested by State involving additional knowledge transfer and support may be subject to a contract amendment for a fixed fee or at rates to be mutually agreed upon by the parties.

If the State determines in its sole discretion that a documented transition plan is necessary, then no later than sixty (60) days prior to termination, Contractor and the State shall mutually prepare a Transition Plan identifying transition services to be provided.

11. ACCESS TO STATE DATA:

The State may import or export State Materials in part or in whole at its sole discretion at any time (24 hours a day, seven (7) days a week, 365 days a year), during the term of this Contract or for up to ninety days after the Term (so long as the State Materials remain in the Contractor's possession) without interference from the Contractor in a format usable without the Service and in an agreed-upon file format and medium at no additional cost to the State.

The Contractor must allow the State access to information such as system logs and latency statistics that affect its State Materials and or processes.

The Contractor's policies regarding the retrieval of data upon the termination of services have been made available to the State upon execution of this Contract under separate cover. The Contractor shall provide the State with not less than thirty (30) days advance written notice of any material amendment or modification of such policies.

12. AUDIT RIGHTS

Contractor will maintain and cause its permitted contractors to maintain a complete audit trail of directly pertinent records in connection with this Contract. Contractor will provide to the State, its internal or external auditors, clients, inspectors, regulators and other designated representatives, upon thirty (30) days written notice and at commercially reasonable times (and in the case of State or federal regulators, at any time required by law) access to Contractor personnel and to Contractor facilities or where the required information, data and records are maintained, for the purpose of performing audits and inspections of Contractor and/or Contractor personnel and/or any or all of the records, data and information pertinent to this Contract.

At a minimum, such audits, inspections and access shall be conducted to the extent permitted or required by any laws applicable to the State or Contractor (or such higher or more rigorous standards, if any, as State or Contractor applies to its own similar businesses, operations or activities), to (i) verify the accuracy of charges and invoices; (ii) verify the integrity of State Data and examine the systems that process, store, maintain, support and transmit that data; (iii) examine and verify Contractor's and/or its permitted contractors' operations and security procedures and controls; (iv) examine and verify Contractor's and/or its permitted contractors' disaster recovery planning and testing, business resumption and continuity planning and testing, contingency arrangements and insurance coverage; and (v) examine Contractor's and/or its permitted contractors' performance of the Services including audits of: (1) practices and procedures; (2) systems, communications and information technology; (3) general controls and physical and data/information security practices and procedures; (4) quality initiatives and quality assurance, (5) contingency and continuity planning, disaster recovery and back-up procedures for processes, resources and data; (6) Contractor's and/or its permitted contractors' efficiency and costs in performing Services; (7) compliance with the terms of this Contract and applicable laws, and (9) any other matters reasonably requested by the State. Contractor shall provide and cause its permitted contractors to provide full cooperation to such auditors, inspectors, regulators and representatives in connection with audit functions and with regard to examinations by regulatory authorities, including the installation and operation of audit software.

In no circumstances will Contractor be required to create or maintain documents not kept in the ordinary course of Contractor's business operations, nor will Contractor be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary. The information is considered confidential or proprietary because negotiated prices are based on discounts from established list prices, not prices established on the basis of such costs as direct costs, indirect costs, overhead, or margins. Therefore, cost records are not directly pertinent to negotiated contract prices.

13. DESTRUCTION OF STATE DATA

At any time during the term of this Contract within (i) thirty days of the State's written request or (ii) ninety days of termination or expiration of this Contract for any reason, and in any event after the State has had an opportunity to export and recover the State Materials, Contractor shall at its own expense securely destroy and erase from all systems it directly or indirectly uses or controls all tangible or intangible forms of the State Materials, in whole or in part, and all copies thereof except such records as are required by law. The destruction of State Data and State Intellectual Property shall be performed according to National Institute of Standards and Technology (NIST) approved methods. Contractor shall certify in writing to the State that such State Data has been disposed of securely. To the extent that any applicable law prevents Contractor from destroying or erasing State Materials as set forth herein, Contractor shall retain, in its then current state, all such State Materials then within its right of control or possession in accordance with the confidentiality, security and other requirements of this Contract, and perform its obligations under this section as soon as such law no longer prevents it from doing so.

Further, upon the relocation of State Data, Contractor shall securely dispose of such copies from the former data location and certify in writing to the State that such State Data has been disposed of securely. Contractor shall comply with all reasonable directions provided by the State with respect to the disposal of State Data.

14 CONTRACTOR BANKRUPTCY.

Contractor acknowledges that if Contractor, as a debtor in possession, or a trustee in bankruptcy in a case under Section 365(n) of Title 11, United States Code (the "Bankruptcy Code"), rejects this Contract, the State may elect to retain its rights under this Contract as provided in Section 365(n) of the Bankruptcy Code. Upon written request of the State to Contractor or the Bankruptcy Trustee, Contractor or such Bankruptcy Trustee shall not interfere with the rights of the State as provided in this Contract, including the right to obtain the State Intellectual Property.

15 SOFTWARE LICENSEE COMPLIANCE REPORT.

Notwithstanding any requirement that may be set forth elsewhere in this Agreement or in a Product/Service Document applicable to any Order made under this Agreement, the Purchasing Entity shall have no obligation to provide the Contractor or any third party agent of the Contractor with access to its systems for the purpose of determining the Purchasing Entity's compliance with the terms of an applicable Product/Service Document, provided however, that upon request and not more frequently than annually, the Purchasing Entity will provide Contractor with a certified report concerning use of any on-premise software licensed for the Purchasing Entity's use pursuant this Contract.

16 NO THIRD-PARTY BENEFICIARIES. Notwithstanding any contrary language elsewhere, this 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.

17 STATE CAUSED DELAYS. The State may not be held responsible or deemed in default for any delays in project implementation provided the State uses its reasonable efforts to accomplish its designated

responsibilities and obligations as set forth in the applicable performance schedule. In addition, the State may, at its option, delay implementation and installation, or any part thereof. Notwithstanding any provision to the contrary, if the State delays implementation of a project, Contractor agrees to adjust the performance schedule and applicable payment milestones or deadlines to take into account any State-caused delay; provided, however, that Contractor shall continue to perform any and all activities not affected by such State-caused delay. In the event the State's adjustment to the performance schedule causes Contractor scheduling conflicts or personnel unavailability, the State and Contractor shall prepare a revised mutually agreeable performance schedule which may delay the commencement and completion dates of the project and shall take into consideration the readjusted time frames and any necessary resequencing of the activities. Such readjustment, rescheduling or modification of the project shall be at a mutually negotiated cost if the delays attributable solely to the State are greater than thirty (30) days or such other period of time as may be mutually agreed in an Order made under this agreement.

18 SOV Cybersecurity Standard Update 2022-01

All products and service provided to or for the use of the State under this Contract shall be in compliance with State of Vermont Cybersecurity Update Standard 2022-01, which Contractor acknowledges has been provided to it, and is available on-line at the following URL:

<https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>

Exhibit 1

Data Access

This Data Location Exhibit of Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 ("Motorola"), describes the access restrictions to customer data.

How does Motorola Solutions ensure that non-US engineers are not able to read or have any access to customer data in the US Government (State and Local) cloud environment.

Motorola Solutions application engineers are not provided access to the Azure Portal for the US Government environment - regardless of Geography. Only a limited number of cloud infrastructure engineers who are US based are able to access the US Government Azure portal as it is required to perform their support and operations duties. No non-US based engineer has this level of access.

Without Azure Portal access, it is not possible to gain access to any cloud resources, including databases or data stores that may hold customer data.

Application engineers are only able to deploy product updates and configuration updates to Production via CI/CD Pipelines. All pipeline activities are logged and are auditable.

Application and Infrastructure engineers must explicitly request access to diagnostic logs from Motorola's US State & Local (Government cloud) environment in order to investigate issues or provide support for customers. Log access requests are time bound and must be approved by the engineer's manager and a designated approver on the Cloud Infrastructure Engineer (CIE) team.