



SERVICE AGREEMENT

500 W Monroe St
Chicago, IL 60661
(800) 247-2346

Contract Number: USC000004849
Contract Modifier: R27-JAN-26 21:04:42

Date: 16-FEB-2026

Company Name: North Richland Hills, City Of
Attn.: Raelyn Darnell
Billing Address: 4301 City Point Dr
City, State, Zip Code: North Richland Hills, TX 76180
Customer Contact: Raelyn Darnell
Phone: 817-427-6935

P.O.#: N/A
Customer #: 1000720707
Bill to Tag#: 0022
Contract Start Date: 01-OCT-2025
Contract End Date: 30-SEP-2026
Payment Cycle: ANNUALLY
Currency: USD

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT	
	SVC02SVC000C	***** Recurring Services ***** OC RP IR IT O SIT R SPO S	1922.	222.96	
			Sub Total	\$19,522.83	
			Taxes	\$0.00	
			Grand Total	\$234,273.96	
SPECIAL INSTRUCTIONS			THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA SOLUTIONS		
Bedford	\$3,618.00				
Eules	\$44,200.08				
Keller	\$20,807.64				
Haltom City	\$17,820.36				
Southlake	\$23,225.40				
Colleyville	\$21,336.84				
Grapevine	\$21,224.16				
Richland Hills	\$2,478.60				
NRH	\$34,601.76				
Tarrant County	\$42,962.40				
Westlake	\$1,998.72				

This Service Agreement is subject to the terms and conditions of the H-GAC Communications System & Services Agreement ("H-GAC CSSA") which is attached to this Service Agreement and incorporates the H-GAC RA05-21 cooperative purchasing agreement. To accept this Service Agreement, City of North Richland Hills should return to Motorola an executed copy of the attached H-GAC CSSA and provide Motorola with a signed purchase order that specifically references "PO is subject to Motorola's Service Agreement No. USC000004849 and the terms and conditions of the H-GAC CSSA attached to the Service Agreement USC000004849

AUTHORIZED CUSTOMER SIGNATURE

TITLE

DATE

CUSTOMER (PRINT NAME)

Travis L. Treviño

Sr. Customer Support Manager

02/19/2026

MOTOROLA REPRESENTATIVE (SIGNATURE)

TITLE

DATE

TRAVIS TREVINO

(903)494-1592

MOTOROLA REPRESENTATIVE (PRINT NAME)

PHONE

Company Name : North Richland Hills, City Of
Contract Number : USC000004849
Contract Modifier : R27-JAN-26 21:04:42
Contract Start Date : 01-OCT-2025
Contract End Date : 30-SEP-2026

North Richland Hills Consortium (Shared)

Budget for Coverage Period: October 1, 2025 to September 30, 2026

NOTE: XTS and XTL radios have reached the end of their depot support period. They can be under covered on service to have Programming and Preventative Maintenance services.

	Number of	Fiscal Year 2026 October 1, 2025 - Sept 30, 2026		
		Unit Cost Per	Total Per	Annual Cost
Bedford				
10 Depot Repair APX	12	\$ 7.65	\$76.50	\$ 918.00
50 Best Effort/PM XTS/XTL	12	\$ 4.50	\$225.00	\$ 2,700.00
0 APX NEXT with Biennial PM	12	\$ 10.41	\$0.00	\$ -
0 APX Next Warranty Subscribers PM Pricing (every other Year)	12	\$ 3.99	\$0.00	\$ -
Total			FY 26	\$ 3,618.00
Eules				
260 Depot Repair APX	12	\$ 7.65	\$1,989.00	\$ 23,868.00
165 Best Effort/PM XTS/XTL	12	\$ 4.50	\$742.50	\$ 8,910.00
45 APX NEXT with Biennial PM	12	\$ 10.41	\$468.45	\$ 5,621.40
45 APX Next Warranty Subscribers PM Pricing (every other Year)	12	\$ 3.99	\$179.55	\$ 2,154.60
16 Control Station	12	\$ 18.99	\$303.84	\$ 3,646.08
Total			FY 26	\$ 44,200.08
Keller				
120 Depot Repair APX	12	\$ 7.65	\$918.00	\$ 11,016.00
53 Best Effort/PM XTS/XTL	12	\$ 4.50	\$238.50	\$ 2,862.00
50 APX NEXT with Biennial PM	12	\$ 10.41	\$520.50	\$ 6,246.00
0 APX Next Warranty Subscribers PM Pricing (every other Year)	12	\$ 3.99	\$0.00	\$ -
3 Control Stations	12	\$ 18.99	\$56.97	\$ 683.64
Total			FY 26	\$ 20,807.64
Haltom City				
154 Depot Repair APX	12	\$ 7.65	\$1,178.10	\$ 14,137.20
62 Best Effort/PM XTS/XTL	12	\$ 4.50	\$279.00	\$ 3,348.00
0 APX NEXT with Biennial PM	12	\$ 10.41	\$0.00	\$ -
7 APX Next Warranty Subscribers PM Pricing (every other Year)	12	\$ 3.99	\$27.93	\$ 335.16
Total			FY 26	\$ 17,820.36
Southlake				
253 Depot Repair APX	12	\$7.65	\$1,935.45	\$ 23,225.40
0 Best Effort/PM XTS/XTL	12	\$4.50	\$0.00	\$ -
0 APX NEXT with Biennial PM	12	\$10.41	\$0.00	\$ -
0 APX Next Warranty Subscribers PM Pricing (every other Year)	12	\$3.99	\$0.00	\$ -
Total			FY 26	\$ 23,225.40
Colleyville				
110 Depot Repair APX	12	\$7.65	\$841.50	\$ 10,098.00
24 Best Effort/PM XTS/XTL	12	\$4.50	\$108.00	\$ 1,296.00
65 APX NEXT with Biennial PM	12	\$10.41	\$676.65	\$ 8,119.80
0 APX Next Warranty Subscribers PM Pricing (every other Year)	12	\$3.99	\$0.00	\$ -
8 Control Stations	12	\$18.99	\$151.92	\$ 1,823.04
Total			FY 26	\$ 21,336.84
Grapevine				
25 Depot Repair APX	12	\$7.65	\$191.25	\$ 2,295.00
300 Best Effort/PM XTS/XTL	12	\$4.50	\$1,350.00	\$ 16,200.00
0 APX NEXT with Biennial PM	12	\$10.41	\$0.00	\$ -
57 APX Next Warranty Subscribers PM Pricing (every other Year)	12	\$3.99	\$227.43	\$ 2,729.16
0 BDA	12	\$73.43	\$0.00	\$ -
0 Control Stations	12	\$18.99	\$0.00	\$ -
Total			FY 26	\$ 21,224.16
Richland Hills				
27 Depot Repair APX	12	\$7.65	\$206.55	\$ 2,478.60
0 Best Effort/PM XTS/XTL	12	\$4.50	\$0.00	\$ -
0 APX NEXT with Biennial PM	12	\$10.41	\$0.00	\$ -
0 APX Next Warranty Subscribers PM Pricing (every other Year)	12	\$3.99	\$0.00	\$ -
Total			FY 26	\$ 2,478.60
North Richland Hills				
93 Depot Repair APX	12	\$7.65	\$711.45	\$ 8,537.40
175 Best Effort/PM XTS/XTL	12	\$4.50	\$787.50	\$ 9,450.00
133 APX NEXT with Biennial PM	12	\$10.41	\$1,384.53	\$ 16,614.36
0 APX Next Warranty Subscribers PM Pricing (every other Year)	12	\$3.99	\$0.00	\$ -
Total			FY 26	\$ 34,601.76
Tarrant County Sheriff				
468 Depot Repair APX	12	\$7.65	\$3,580.20	\$ 42,962.40
0 Best Effort/PM XTS/XTL	12	\$4.50	\$0.00	\$0.00
0 APX NEXT with Biennial PM	12	\$10.41	\$0.00	\$0.00
0 APX Next Warranty Subscribers PM Pricing (every other Year)	12	\$3.99	\$0.00	\$0.00
Total			FY 26	\$ 42,962.40
Westlake				
0 Depot Repair APX	12	\$7.65	\$0.00	\$ -
0 Best Effort/PM XTS/XTL	12	\$4.50	\$0.00	\$ -
16 APX NEXT with Biennial PM	12	\$10.41	\$166.56	\$ 1,998.72
0 APX Next Warranty Subscribers PM Pricing (every other Year)	12	\$3.99	\$0.00	\$ -
Total			FY 26	\$ 1,998.72
Summary				
Bedford			Total	3,618.00
Eules			Discount Amt	3,618.00
Keller				44,200.08
Haltom City				20,807.64
Southlake				17,820.36
Colleyville				23,225.40
Grapevine				21,336.84
Richland Hills				21,224.16
North Richland Hills				2,478.60
Tarrant County Sheriff				34,601.76
Westlake				42,962.40
				1,998.72
Total				234,273.96
				234,273.96

No response/Renewed Same as previous year

Responded for FY26

H-GAC Communications System and Services Agreement

Motorola Solutions, Inc. (“Motorola”) and City of Fort Worth (“Customer”) enter into this “Agreement,” pursuant to the Customer purchase and Motorola license of the Products as described below. Motorola and Customer may be referred to individually as a “Party” and collectively as the “Parties.”

Customer desires to purchase Products and

Motorola desires to sell Products to Customer and

Houston Galveston Area Council (“H-GAC”), acting as the agent for various local governmental entities who are “End Users” under interlocal agreements (including the Customer) has solicited proposals for communications equipment and conducted discussions with Motorola concerning its proposal and hereinafter in accordance with the competitive procurement procedures of Texas and

Customer and Motorola entered into that certain Contract No. R0021 executed on September 2, 2021, (the “H-GAC Contract”), which provided that End Users may purchase communications and related equipment licensed Software and Services from Motorola pursuant to certain terms contained therein

Customer the H-GAC Contract is located at the following address: https://www.gacu.org/contracts/documents/contractid_12 and

Customer pursuant to Motorola Specifications Articles 2 and 6 of the H-GAC Contract Motorola and Customer now wish to enter into this agreement to delineate the specific terms of the purchase of communications and related equipment and services from Motorola to the Customer. For good and valuable consideration the Parties agree as follows:

1. Agreement.

1.1. Scope of Agreement Documents. This H-GAC CSS governs Customer’s purchase of Products (as defined below) from Motorola. Additional terms and conditions applicable to specific Products are set forth in one or more agreed upon addenda incorporated into this H-GAC CSS (each an “**Addendum**”, and collectively the “**Addenda**”). This H-GAC CSS, the applicable addenda and Proposal collectively form the Parties’ “**Agreement**”.

1.2. Order of Precedence. In interpreting this agreement and resolving any ambiguities each addendum will control it respects to conflicting terms in the agreement but only as applicable to the Products described in such addendum. The Proposal will control it respects to conflicting terms in the H-GAC CSS or any addenda but only as applicable to the Products and Services described in the Proposal.

2. Definitions.

“**Authorized Users**” means Customer’s employees and contractors engaged for the purpose of supporting or using the Products and Services on behalf of Customer and that are not competitors of Motorola and the entities herein specified in a Proposal or otherwise approved by Motorola in writing (email from an authorized Motorola signatory accepted) may include affiliates or other Customer agencies.

“**Change Order**” means a written amendment to this agreement after the Effective Date.

“**Communications System**” is a solution that includes at least one radio Product or other devices so that are or infrastructure and requires Integration Services to deploy such radio Product at a Customer Site or onto an Customer Provided Equipment or Equipment provided to Customer.

“**Contract Price**” or “**Fees**” means the charges applicable to the Products, including the H-GAC administrative fee and including applicable sales or similar taxes and freight charges.

“**Confidential Information**” means any and all nonpublic information provided by one Party to the other that is disclosed under this agreement in oral or written form, machine-readable or sample form, bearing or designated as a trade secret or marked as confidential or its equivalent or that a reasonable business person could consider nonpublic and confidential in its nature. It respects to Motorola Confidential Information, also include Products and Documentation as well as any other information relating to the Products.

“**Customer Data**” has the meaning given to it in the DP.

“**Customer-Provided Equipment**” means components, including equipment and software, not provided by Motorola that may be used with the Products.

“**Data Processing Addendum**” or “**DPA**” means the Motorola [Data Processing Addendum](#) applicable to processing of data, including Customer Data, as updated, supplemented or superseded from time to time. The DP is incorporated into and made a part of this agreement for all purposes pertaining to the contents of the DP. Where terms or provisions in the agreement conflict with terms or provisions of the DP, the terms or provisions of the DP will control with respect to the contents of the DP.

“**Documentation**” means the documentation for the Products or data that is delivered or made available with the Products that specifies technical and performance features, capabilities, users, or operation, including training manuals and other deliverables, such as reports, specifications, designs, plans, drawings, analytics, or other information.

“**Equipment**” means hardware provided by Motorola.

“**Equipment Lease-Purchase Agreement**” means the agreement between Customer finances all or a portion of the Contract Price.

“**Feedback**” means comments or information, in oral or written form, given to Motorola by Customer or authorized users, including end users, in connection with or relating to the Products.

“**Integration Services**” means the design, development, implementation, and integration Services provided by Motorola in order to design, install, set up, configure, and/or integrate the applicable Products as agreed upon by the Parties.

“**Licensed Software**” means software that is made available to Customer by Motorola for example software preinstalled on equipment, accessible via a website provided by Motorola, or software installed on or made available for Customer-Provided equipment, and is licensed to Customer by Motorola.

“**Lifecycle Management Services**” or “**LMS**” means upgrade services as set out in the applicable Proposal.

“**Maintenance and Support Services**” means the creation, maintenance, technical support, or other Services described in the applicable Proposal.

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

“**Motorola Materials**” means proprietary equipment, hardware, content, software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, that Motorola has developed or licensed from third parties, including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, decompilations, disassemblies, or derivative works of the foregoing, whether made by Motorola or another party. Products, Motorola Data, Third Party Data, as defined in the DP, and Documentation are considered Motorola Materials.

“**Non-Motorola Materials**” means non-proprietary Customer or third party equipment, software, services, hardware, content, and data that is not provided by Motorola.

“**Proposal**” means solution descriptions, pricing, equipment lists, statements of work (“**SOW**”), schedules, technical specifications, quotes, order forms, and other documents setting forth the Products to be purchased.

by Customer and provided by Motorola. The Proposal may also include an Acceptance Test Plan (“ATP”); a “Payment” Form (Communications System purchase only); or a “System Acceptance Certificate” Communications System on depending on the Products purchased by Customer.

“Products” or “Product” is the equipment, licensed Software and Services being purchased by the Customer is collectively referred to in this Agreement (collectively as “Products”, or individually as a “Product”).

“Professional Services” are services provided by Motorola to Customer under this Agreement including Integration Services the nature and scope of which are more fully described in the Proposal.

“Prohibited Jurisdiction” means an jurisdiction in which the provision of such Products is prohibited under applicable laws or regulations.

“Services” means services including access to services as described in the Proposal and includes Integration Services, Subscription Services, Professional Services, Maintenance and Support Services and the Management Services provided by Motorola.

“Service Completion Date” means the date of Motorola’s completion of the Services described in a Proposal.

“Service Use Data” has the meaning given to it in the DP.

“Site” or “Sites” means the location where the Integration Services, the Management Services or Maintenance and Support Services will be provided.

“Software-as-a-Service” or “SaaS” means a solution that includes at least one Subscription Service and associated licensed Software which may include as an example, a client software or a web page.

“Software System” means a solution that includes at least one licensed Software Product and requires Integration Services to deploy such licensed Software Product at a Customer Site or onto an Customer Provided Equipment or Equipment provided by or made available to Customer by Motorola.

“Subscription” means a recurring payment for Products, as set out in the Proposal.

“Subscription Services” or “Recurring Services” means Services, including access to Services, paid for on a subscription basis. Subscription Services includes services available through SaaS Products.

“Term” means the term of this G/C CSS which commences on the Effective Date and continues until six (6) months after the later of the termination, expiration or discontinuance of Services under the last Proposal in effect or the expiration of applicable contract periods unless the G/C CSS is earlier terminated as set forth herein.

3. Products and Services.

3.1. **Products.** Motorola will license the equipment, licensed Software and Services to Customer to the extent each is set forth in this Agreement. At any time during the Term, Motorola may substitute any Products at no cost to Customer if the substitute is substantially similar to the Products set forth in this Agreement. Licensed Software is provided pursuant to the terms of the [Software License Agreement](#).

3.2. **Services.**

3.2.1. Motorola will provide Services to the extent set forth in this Agreement.

3.2.2. **Integration Services, Maintenance and Support Services.** Motorola will provide the Integration Services at the applicable Sites agreed upon by the Parties for the Maintenance and Support Services or the Management Services each as further described in the applicable SO. Terms applicable to Maintenance, Support and the Management can be found in the [Maintenance, Support and the Management Addendum](#).

- 3.2.3. Service Proposal.** The Fees for Services will be set forth in Motorola's Proposal. A Customer point of contact may be set forth in the applicable SOI for the Services.
- 3.2.4. Service Completion.** Services described in a Proposal shall be deemed complete upon the Service Completion Date or as Services expire or are renewed or terminated.
- 3.2.5. Professional Services**
- 3.2.5.1. Additional Service Terms.** If Customer is purchasing Professional Services to evaluate or assess networks or systems or operations, network security assessment or network monitoring, so that are application development Services or transport connectivity services, [Additional Services Terms](#) apply.
- 3.3. Additional Product Terms.** If the Products include one of the following Products or Product types, additional terms apply as found in the relevant links:
[Mobile Video Products](#), such as [IPR Cameras](#), [DODDams](#) or [vehicle Cameras](#), and related software
[Drone related Products](#)
[Comparison Manager](#)
[Data licensed from Motorola](#)
- 3.4. Non-Prescription.** In connection with the Products provided under this Agreement, Motorola performs assessments of its own or related products or makes recommendations, including a recommendation to purchase other products, not in this Agreement, precludes such efforts nor precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products to Customer. Customer represents that this paragraph does not violate its procurement standards or other laws, regulations or policies.
- 3.5. Customer Obligations.** Customer represents that information Customer provides to Motorola in connection with receipt of Products are accurate and complete in all material respects. In any assumptions in the Proposal or information provided by Customer prove to be incorrect or if Customer fails to perform any of its obligations under this Agreement, Motorola's ability to perform its obligations may be impacted and changes to the Agreement, including the scope, fees, and performance schedule may be required.
- 3.6. Documentation.** Products may be delivered with Documentation. Documentation is and shall be owned by Motorola unless otherwise expressly stated in a Proposal that certain Documentation shall be owned by Customer. Motorola hereby grants Customer a limited, non-exclusive license to use the Documentation solely for its internal business purposes in connection with the Products.
- 3.7. Motorola Tools and Equipment.** As part of delivering the Products, Motorola may provide certain tools, equipment, models and other materials of its own. Such tools and equipment shall remain the sole property of Motorola unless they are to be purchased by Customer as Products and are explicitly listed on the Proposal. The tools and equipment may be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Customer will safeguard all tools and equipment while in its custody or control and be liable for any loss or damage. Upon the expiration or earlier termination of this Agreement, Customer, at its expense, shall return to Motorola all such tools and equipment in its possession or control.
- 3.8. Outsourced Users.** Customer shall ensure its employees and outsourced users comply with the terms of this Agreement and shall be liable for all acts and omissions of its employees and outsourced users. Customer is responsible for the secure management of Authorized Users' names, passwords and login credentials for access to Products.
- 3.9. Export Control.** Customer, its employees and any other outsourced users shall not access or use the Products in any Prohibited Jurisdiction and Customer shall not provide access to the Products to any government entity or individual located in a Prohibited Jurisdiction. Customer represents and warrants that each and its outsourced users are not named on any U.S. government list of persons prohibited from receiving U.S. exports or transacting with any U.S. person, and its outsourced users are not a national or a company registered in any Prohibited Jurisdiction. Customer shall not permit its outsourced users to access or use the Products or Services in violation of any U.S. or other applicable export embargoes.

provisions or restrictions and the Customer and its Authorized Users will comply with applicable laws regarding the transmission of the data reported from the U.S. and the Country in which Customer's employees and the Authorized Users are located.

3.10. Change Orders. Unless a different change control process is agreed upon in writing by the Parties, a Party may request changes to an addendum or a Proposal by submitting a Change Order to the other Party. If a requested change causes an increase or decrease in the Products, the Parties shall means of the Change Order make appropriate adjustments to the fees, project schedule or other matters. Change Orders are effective and binding on the Parties only upon execution of the Change Order by an authorized representative of both Parties.

4. Term and Termination.

4.1. Term. The applicable addendum or Proposal will set forth the Term for the Products governed thereby.

4.1.1. Subscription Terms. Unless otherwise specified in the Proposal, the Products are purchased as a Subscription. The Subscription commences upon delivery of the Product to the Customer having access to the first applicable Product ordered under this agreement and will continue for a twelve (12) month period or such other period identified in a Proposal (the "Initial Subscription Period") and, unless otherwise stated in the Proposal, will automatically renew for additional twelve (12) month periods (each, a "Renewal Subscription Year"), unless either Party notifies the other of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. (The Initial Subscription Period and each Renewal Subscription Year shall be referred to herein as a "Subscription Term".) Motorola may increase fees prior to an Renewal Subscription Year by notifying Customer of the proposed increase no later than thirty (30) days prior to commencement of the Renewal Subscription Year.

4.2. Termination. Either Party may terminate the agreement or the applicable addendum or Proposal if the other Party creates a material obligation under the agreement and does not cure such breach within thirty (30) days after receipt of notice of the breach or fails to produce a cure plan within such period of time. Each addendum and Proposal may be separately terminated as set forth therein.

4.3. Termination for Non-appropriation. In the event an identified funding is not appropriated or becomes unavailable to the Customer reserves the right to terminate this agreement for non-appropriation upon thirty (30) days' advance written notice to Motorola. In the event of such termination, Motorola shall be entitled to compensation for all non-forming Products delivered or performed prior to the date of termination.

4.4. Suspension of Services. Motorola may promptly terminate or suspend any Products under a Proposal if Motorola determines that the related Product license has expired or has terminated for any reason, if the applicable Product is being used on a hardware platform/operating system or version not approved by Motorola, or if Customer fails to make any payments when due or if Customer fails to comply with any of its other obligations or otherwise delays Motorola's ability to perform.

4.5. Wind Down of Subscription. In addition to the termination rights in this agreement, Motorola may terminate any Subscription Term in whole or in part in the event Motorola plans to cease offering the applicable Licensed Software or Subscription Services to Customers.

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

4.7. Equipment. In the event that Customer purchases any Product at a price below the published list price for such Product in connection with Customer entering into a fixed or minimum required term agreement for

Products and Customer or Motorola terminates the agreement prior to the expiration of such fixed or minimum required term then Motorola shall have the right to invoice Customer for and Customer shall pay the amount of the discount to the published list price for the Product or such other amount set forth in writing. This Section shall not limit any other remedies Motorola may have with respect to an early termination.

5. Payment, Invoicing, Delivery and Risk of Loss

5.1. The Contract Price shall include the GAC administrative fee including taxes is fully committed and identified including a subsequent years of any contracted Services. Motorola shall pay GAC's administrative fee in accordance with the payment terms of the Motorola/GAC Contract No. R0021. The Customer shall pay invoices as received from Motorola subject to the terms of this agreement and any changes in scope shall be subject to the change order process as described in this agreement.

Motorola acknowledges the Customer may require the issuance of a purchase order or notice to proceed as part of the Customer's procurement process. However, Customer agrees that the issuance or non-issuance of a purchase order or notice to proceed does not preclude the Customer from its contractual obligations as defined in this agreement.

5.2. Fees. Fees and charges applicable to the Products shall be as set forth in the applicable Proposal. Changes in the scope of Products described in a Proposal that require an adjustment to the fees shall be set forth in the applicable pricing schedule. The fees for any Product include expenses associated with unusual and cost Site access requirements (e.g., Site access requires a helicopter or other equipment) tariffs situations in the costs of energy materials and Motorola reserves the right to equitably adjust the fees for these expenses upon written notice to Customer. Customer shall reimburse Motorola for expenses reasonably incurred by Motorola in connection with the Products. The annual Subscription fee for Products may include certain one-time fees such as start-up fees license fees or other fees set forth in a Proposal. Motorola may suspend Licensed Software and any Subscription Services if Customer fails to make any payments within thirty (30) days of invoice due date when due.

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

5.4. Invoicing. Motorola shall invoice Customer as described in this agreement and Customer shall pay invoices within thirty (30) days of the invoice date or as otherwise specified in writing. In the event Customer finances the purchase of the Motorola Products contemplated herein via Motorola Solutions Credit Corporation ("MSCC"), invoices for such purchase will be paid via the disbursement of the financing proceeds pursuant to the Equipment Lease Purchase Agreement executed between the parties and the payment schedule enclosed therein shall control payment of the related invoices. Late payments shall be subject to interest charges at the maximum rate permitted or as otherwise commencing upon the due date. Motorola may invoice electronically via email and Customer agrees to receive invoices via email at the email address set forth in Section 6. Customer acknowledges and agrees that a purchase order or other notice to proceed is not required for payment for Products.

5.5. Payment. Customer shall pay invoices for the Products provided under this agreement in accordance with the invoice payment terms set forth in Section 6. General invoices are issued after shipment of equipment or upon Motorola's delivery of Licensed Software, Customer access to SaaS or upon System Completion Date of a Software System as applicable. In a specific invoicing or payment schedule is set forth in the agreement shall determine the invoicing cadence.

Motorola shall have the right to suspend future deliveries of Products if Customer fails to make any payments when due.

5.6. VOICING AND SHIPPING ADDRESS. Invoices will be sent to the Customer at the following address:

Name: Citicorport Ri and iis
Address: PO Box 20609, Citicorport Ri and iis, TX 76102
Phone: [Redacted]

VOICING. To receive invoices via email:

Customer Account Number: [Redacted]
Customer Accounts Payable Email: [Redacted]@nrh.com
Customer CC (optional) Email: [Redacted]

The equipment will be shipped to the Customer at the following address. Insert it's information is shown:

Name: Citicorport Ri and iis
Address: 01 Citicorport Drive, Citicorport Ri and iis, TX 76100
Phone: [Redacted]

Customer may change this information by giving written notice to Motorola.

5.7. Delivery Title and Risk of Loss. Motorola will provide to Customer the Products set forth in a Proposal in accordance with the terms of the agreement. Motorola will use commercial reasonable practices to ship the ordered equipment and ship such equipment to the Customer address set forth in Section 5.6 or otherwise provided by Customer in writing using a carrier selected by Motorola.

Notwithstanding the foregoing and unless otherwise stated in a equipment lease purchase agreement, delivery of equipment and an incorporated licensed Software will occur and title and risk of loss for the equipment will pass to Customer upon shipment by Motorola in accordance with ExWorks, Motorola's premises. In terms of 2020, Customer will pay a shipping costs, taxes and other charges applicable to the shipment and import or export of the Products and Services as applicable and Customer will be responsible for reporting the Products for personal property tax purposes.

Delivery of licensed Software for installation on equipment or Customer-Provided equipment will occur upon the earlier of a electronic delivery of the licensed Software by Motorola or the date Motorola otherwise makes the licensed Software available for download or use by Customer. I agreed upon in a Proposal, Motorola will also provide Services related to such Products. Title to licensed Software will not pass to Customer at any time. Delivery of SaaS Products will occur when the Services are made available to Customer.

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

5.9. Future Regulator Requirements. The Parties acknowledge and agree that certain Products or equipment or services are in evolving technological areas and therefore laws and regulations regarding Products may change. Changes to existing Products required to achieve regulator compliance may be available for an additional fee. Any required changes may also impact the price for Products.

5.10. Resale of Equipment. Equipment may contain embedded licensed Software. If Customer desires to sell its used equipment to a third party, Customer must first receive prior written authorization from Motorola. Motorola will not be unreasonable and obtain written acceptance of the applicable licensed Software license terms, including the obligation to pay relevant license fees, from such third party. Customer will take appropriate security measures when disposing of equipment, including the deletion of all data stored in the equipment.

6. **Sites; Customer-Provided Equipment; Non-Motorola Materials.**

- 6.1. Access to Sites. Customer shall be responsible for providing any necessary permits/licenses and other approvals necessary for the performance, installation and use of the Products at each applicable Site including for Motorola to perform its obligations hereunder and for facilitating Motorola's access to the Sites. No waivers shall be imposed on Motorola or its subcontractors or Customer or others at Customer facilities or other Sites but in and to the extent any such waivers are imposed the Parties agree such waivers are void.
- 6.2. Site Conditions. Customer shall ensure that all Sites are safe and secure and Site conditions meet all applicable industry and legal standards including standards promulgated by OS or other governmental or regulatory bodies to the extent applicable. Sites shall have adequate physical space, air conditioning and other environmental conditions, electrical power outlets, distribution equipment, connections and telephone or other communication lines including modem access and interconnecting capabilities and all Sites are suitable for the installation, use and maintenance of the Products. This agreement is predicated upon normal site conditions as defined in the version of the standard RS-222 in effect on the Effective Date.
- 6.3. Site Issues. Upon its request, Motorola shall not be unreasonably denied Motorola shall have the right to inspect the Sites and advise Customer of any deficiencies or non-conformities if the requirements of this **Section 6 – Sites; Customer-Provided Equipment; Non-Motorola Materials.** If Motorola or Customer identifies any deficiencies or non-conformities, Customer shall promptly remediate such issues or the Parties shall select a replacement Site. If a Party determines that a Site identified in a Proposal is not acceptable or desired, the Parties shall cooperate to investigate the conditions and select a replacement Site or otherwise adjust the installation plans and specifications as necessary. A change in Site or adjustment to the installation plans and specifications may cause a change in the fees or performance schedule under the applicable Proposal.
- 6.4. Customer-Provided Equipment. Customer shall be responsible for its sole cost and expense for providing and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit Motorola to access and use the applicable Customer-Provided Equipment to provide the Products under this agreement and shall access and use it not violate any laws or infringe any third party rights including intellectual property rights. Customer (and not Motorola) shall be responsible for Customer-Provided Equipment and Customer shall immediately notify Motorola of any Customer-Provided Equipment damage, loss, change, or theft that may impact Motorola's ability to provide the Products under this agreement and Customer acknowledges that any such events may cause a change in the fees or performance schedule under the applicable Proposal.
- 6.5. Non-Motorola Materials. In certain instances, Customer may be permitted to access, use or integrate Non-Motorola Materials with or through the Products. If Customer accesses, uses or integrates any Non-Motorola Materials with the Products, Customer will first obtain all necessary rights and licenses to permit Customer's and its Authorized Users' use of the Non-Motorola Materials in connection with the Products. Customer shall also obtain the necessary rights for Motorola to use such Non-Motorola Materials in connection with providing the Products including the right for Motorola to access, store and process such Non-Motorola Materials (e.g. in connection with SaaS Products) and to otherwise enable interoperation with the Products. Customer represents and warrants that it shall obtain the foregoing rights and licenses prior to accessing, using or integrating the applicable Non-Motorola Materials with the Products and that Customer and its authorized users shall comply with all terms and conditions applicable to such Non-Motorola Materials. If any Non-Motorola Material requires access to Customer Data, Customer hereby authorizes Motorola to access the provider of such Non-Motorola Materials to access Customer Data in connection with the interoperation of such Non-Motorola Materials with the Products.
- 6.6. Customer acknowledges and agrees that Motorola is not responsible for and makes no representations or warranties with respect to the Non-Motorola Materials including any disclosure, modification or deletion of Customer Data resulting from use of Non-Motorola Materials or failure to properly interoperate with the Products. If Customer receives notice that any Non-Motorola Material must be removed, modified or disabled in the Products, Customer shall promptly do so. Motorola shall have the right to disable or remove Non-Motorola Materials if Motorola believes a violation of a third party rights, or Motorola's policies is likely to occur or if such Non-Motorola Material poses or may pose a security or other risk or adverse impact to the Products, Motorola, Motorola's systems, or any third party (including other Motorola customers).

- 6.7. Motorola may provide certain non-Motorola Materials as an authorized sales representative of a third party as set out in a Proposal. As an authorized sales representative, the third party's [terms and conditions](#) will apply to an such sales. In orders for such non-Motorola Materials will be treated as the third party.
- 6.8. End User Licenses. Notwithstanding any provision to the contrary in the agreement, certain non-Motorola Materials software are governed by a separate license or other agreement including terms governing third party equipment or software as open source software included in the Products. Customer will comply and ensure its authorized users comply with an such additional terms applicable to third party equipment or software. Certain [third party open source terms](#) applicable to Motorola Products may apply.
- 6.9. Prohibited Use. Customer will not integrate or use or permit a third party or an authorized user to integrate or use any non-Motorola Materials with or in connection with a Software System or other licensed Software provided by Motorola under this agreement without the express written permission of Motorola.
- 6.10. API and Client Support. Motorola will use reasonable efforts to maintain its Application Programming Interfaces (APIs) for each Software System understanding that APIs will evolve. Motorola will support each API version for 6 months after introduction but may discontinue support without reasonable notice or without notice if a security risk is present. For licensed Software requiring a dependent installation, Customer is responsible for installing the current version. Motorola will support each client version for 90 days after its release but may update the client at any time and does not guarantee support for prior client versions.

7. Representations and Warranties.

- 7.1. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that it has the right to enter into and execute the agreement and perform its obligations hereunder and that the agreement will be binding on such Party.
- 7.2. System Warranty. Subject to the disclaimers and exclusions below, Motorola represents and warrants that on the date of System Acceptance for Communications Systems, System Completion Date for Software Systems, or delivery as applicable to the Communications System will perform in accordance with the descriptions in the applicable Proposal in a material respects, the Software System will perform in accordance with the descriptions in the applicable Proposal in a material respects, and will continue to perform as purchased and licensed Software (including SaaS Products) as part of such Communications System or Software System for the warranty period applicable to such licensed Software will continue for a period of one (1) year commencing upon System Acceptance, System Completion, or date the Licensed Software is delivered (the "**Warranty Period**").
- 7.3. Communications Systems. During the Warranty Period, in addition to warranty services, Motorola will provide Maintenance and Support Services for the equipment and support for the Motorola licensed Software in Communication Systems pursuant to the applicable maintenance and support Proposal. Support for the licensed Software will be in accordance with Motorola's established [Software Support Policy](#) ("SwSP"). If Customer wishes to purchase (a) additional Maintenance and Support Services during the Warranty Period; or (b) continue or expand maintenance, software support, installation, and/or Motorola's MS after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document and such terms will be agreed upon in a Proposal unless otherwise agreed by the Parties in writing, the terms and conditions of the MSOM referenced in Section 2.2 will govern the provision of such Services.
- 7.4. SaaS. SaaS Products do not qualify for the System Warranty above.
- 7.5. Motorola Warranties Services. Subject to the disclaimers and exclusions below, Motorola represents and warrants that all Services will be provided in a good and workmanlike manner and will conform in a material respects to the descriptions in the applicable Proposal and for a period of ninety (90) days commencing upon the Service Completion Date for one-time Services or the Services will be free of material defects in materials and workmanship. Other than as set forth in subsection above, recurring Services are not warranted but rather will be subject to the requirements of the applicable addendum or Proposal.

Customer shall not implicate, stop, or otherwise. Customer shall not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge with other software, distribute, sublicense, or export the Products and Services or other Motorola Materials or permit a third party to do so.

11.2. Ownership of Customer Data. Customer retains a right, title and interest including intellectual property rights in and to Customer Data. Motorola acquires no rights to Customer Data except those rights granted under this Agreement including the right to Process (as defined in the DP) and use the Customer Data as set forth in the DP.

11.3. Feedback. Feedback provided by Customer is entirely voluntary and shall not create an obligation for Motorola even if designated as confidential or Customer. Motorola may use, reproduce, disseminate and otherwise distribute and exploit the feedback without an obligation or payment to Customer or authorized users and Customer represents and warrants that it has obtained all necessary rights and consents to grant Motorola the foregoing rights.

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

12. Acceptance

12.1. Communications System Acceptance. Unless further defined in the applicable Proposal or Statement of Work or System Acceptance for a Communications System occurs upon successful completion of Acceptance Tests as detailed in the Acceptance Test Plan. Motorola shall provide ten days notice before testing begins and upon successful completion of both parties shall sign an acceptance certificate. If the plan includes tests for subsystems or phases, acceptance occurs upon successful completion of those tests and separate certificates shall be issued. If Customer believes the system has failed, it must provide a detailed written notice within thirty days, otherwise System Acceptance is deemed to have occurred. Minor non-material issues shall not delay acceptance but shall be addressed per a mutually agreed schedule. Customer use of the system before System Acceptance requires Motorola's written authorization and transfers responsibility for system operation to the Customer. Software System Completion is defined as Customer's beneficial use of each Product within the system, which beneficial use is deemed to occur thirty days after functional demonstration if not otherwise defined in the Proposal.

13. Force Majeure; Delays Caused by Customer.

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

13.2. Delays Caused by Customer. Motorola's performance of the Products will be excused for delays caused by Customer or its authorized users or subcontractors or any failure of any assumptions set forth in this Agreement including in an addendum or Proposal. In the event of a delay under this **Section 13.2 – Delays Caused by Customer**, Customer shall continue to pay the fees as required hereunder until the Parties shall agree in writing upon a reasonable extension to an applicable performance schedule and Customer shall compensate Motorola for its out-of-pocket costs incurred due to the delay (including those incurred by Motorola's affiliates, vendors, and subcontractors).

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

14.1. Governing Law. All matters relating to or arising out of the Agreement are governed by the laws of the State of Illinois unless Customer is the United States Government or an agent thereof or a state government

or state agency or local municipality within the United States in any case a matter relating to or arising out of the Agreement governed by the laws of the State in which the Products and Services are provided. The terms of the U.S. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act do not apply.

14.2. Negotiation/Mediation. The Parties will attempt to timely resolve the Dispute promptly through good faith negotiations. Either Party may initiate dispute resolution procedures by sending a notice of Dispute (“Notice of Dispute”) to the other Party. The Parties will choose an independent mediator within thirty (30) days of such notice of Mediation. Either Party may unreasonably withhold consent to the selection of a mediator but if the Parties are unable to agree upon a mediator either Party may request that the American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation but the Parties will share the cost of the mediator equally, unless otherwise agreed in writing or in person meetings under this **Section 14.2 – Negotiation; Mediation** which take place in Chicago, Illinois and all communication relating to the Dispute resolution will be maintained in strict confidence by the Parties. Notwithstanding the foregoing any Dispute arising from or relating to Motorola’s intellectual property rights must be decided by a court of competent jurisdiction in accordance with **Section 14.3 – Litigation, Venue, Jurisdiction** hereof.

14.3. Litigation/Venue/Jurisdiction. If the Dispute has not been resolved by mediation within sixty (60) days from the notice of Mediation either Party may submit the Dispute exclusively to a court in Cook County, Illinois or in the case the Customer is the United States a state agency or local municipality then the appropriate court in the State in which the Products and Services are provided. Each Party expressly consents to the exclusive jurisdiction of such courts for resolution of any Dispute and to enforce the outcome of any mediation.

15. General.

15.1. Compliance with Laws. Each Party will comply with applicable laws in connection with the performance of its obligations under this Agreement, including that Customer will ensure its and its Authorized Users’ use of the Products complies with all applicable laws and Customer will obtain all necessary licenses or authorizations including licenses or authorizations required by foreign regulatory bodies required for its and its Authorized Users’ use of the Products. Motorola may, at its discretion and without providing or otherwise modify Products or any terms related thereto in an addendum or Proposal in order to comply with any changes in applicable laws.

15.2. Audit/Monitoring. Motorola will have the right to monitor and audit use of the Products including an audit of total user licenses credited to Customer for any licensed Software or SaaS Products which may also include access by Motorola to Customer Data and Service Use Data. Customer will provide notice of such monitoring to its authorized users and obtain any required consents including individual end users and will cooperate with Motorola in any monitoring or audit. Customer will maintain during the Term and for two (2) years thereafter accurate records relating to any licenses granted under this Agreement to verify compliance with this Agreement. Motorola or a third party (“Auditor”) may inspect Customer’s and, as applicable, Authorized Users’ premises, books and records. Motorola will pay expenses and costs of the Auditor unless Customer is found to be in violation of the terms of the Agreement in which case Customer will be responsible for such expenses and costs. In the event Motorola determines that Customer’s usage of the licensed Software or SaaS Product exceeded the number of licenses purchased by Customer at a given time, Motorola may invoice Customer for the additional licenses used by Customer pro-rated for each additional license from the date such license was activated and Customer will pay such invoice in accordance with the payment terms in the Agreement.

15.3. Assignment and Subcontracting. Either Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Motorola may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent for or financial purposes or in connection with a merger, acquisition or sale of all or substantially all of its assets or as part of a corporate reorganization or into a subsidiary corporation. Subject to the foregoing this Agreement will be binding upon the Parties and their respective successors and assigns. Motorola may subcontract and subcontracting will not relieve Motorola of its duties under this Agreement.

- 15.4. Waiver.** Debarment or omission of either Party to exercise an right under this agreement shall not be construed to be a waiver of such right. A waiver of either Party of any of the obligations to be performed by the other or an agreement thereon shall not be construed to be a waiver of any succeeding creation or of any other obligation. All waivers must be in writing and signed by the Party waiving its rights.
- 15.5. Severability.** If any provision of the agreement is found by a court of competent jurisdiction to be invalid or illegal or otherwise unenforceable, such provision shall be deemed to be modified to read as near as possible to the original intentions of the Parties in a manner that is applicable law. The remaining provisions of this agreement shall not be affected and each such provision shall be valid and enforceable to the maximum extent permitted by applicable law.
- 15.6. Independent Contractors.** Each Party shall perform its duties under this agreement as an independent contractor. The Parties and their personnel shall not be considered to be employees or agents of the other Party. Nothing in this agreement shall be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This agreement shall not constitute, create or be interpreted as a joint venture, partnership or formal business organization of any kind.
- 15.7. Third Party Beneficiaries.** The agreement is entered into solely between and made enforceable on the Parties. Each Party intends that the agreement shall not benefit or create a right or cause of action in or on behalf of any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third party software is included in the software Products shall be a direct and intended third party beneficiary of this agreement.
- 15.8. Interpretation.** The section headings in this agreement are included only for convenience. The words "including" and "include" will be deemed to be followed by the phrase "without limitation". This Agreement shall be fairly interpreted in accordance with its terms and conditions and not for or against either Party.
- 15.9. Notices.** Notices required under this agreement to be given to one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail return receipt requested and postage prepaid for a recognized courier service such as FedEx, UPS or DHL and shall be effective upon receipt.
- 15.10. Cumulative Remedies.** Except as specifically stated in this agreement, all remedies provided for in this agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either Party at law in equity, contract or otherwise. Except as specifically stated in this agreement, the election by a Party of a remedy provided for in this agreement or otherwise available to such Party shall not preclude such Party from pursuing any other remedies available to such Party at law in equity, contract or otherwise.
- 15.11. Survival.** The following provisions shall survive the expiration or termination of this agreement for any reason: Section 4 – Customer Obligations; Section 6 – Right of Termination or Expiration; Section 7 – Payment and Invoicing; Section 9 – Warrant Disclaimer; Section 10 – Additional Warrant Conditions; Section 11 – Customer Indemnity; Section 9 – Limitation of Liability; Section 10 – Confidentiality; Section 11 – Proprietary Rights; Data Feed; Section 1 – Force Majeure; Debarment Caused by Customer; Section 1 – Disputes and Section 1 – General.
- 15.12. Entire Agreement.** This agreement, including all addenda and Proposals, constitutes the entire agreement of the Parties regarding the subject matter hereto and supersedes all previous agreements, proposals and understandings, whether written or oral, relating to this subject matter. This agreement may be executed in multiple counterparts and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, a similar copy or computer image of a signature shall be treated and shall have the same effect as an original signature and shall have the same effect as an original signed copy of this document. This agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment or other form shall not be considered an amendment or modification or part of this agreement, even if a representative of each Party signs such document.

The Parties hereby enter into this G/C CSS as of the effective Date.

Motorola Solutions, Inc.

Customer: City of North Richland Hills

Travis L. Treviño

Name Travis Trevino

Name

Title Sr. Customer Support Manager

Title

Date 02/19/2026

Date