IV. Key Responsibilities

4.1 <u>Motorola Responsibilities</u>

- 4.1.1 **Support on Motorola Software**. Motorola will provide any required software fixes in the form of either a "patch" or in an On Demand, Cumulative Update, Supplemental or Standard Release.
- 4.1.2 <u>Motorola Response</u>. Motorola will provide telephone and on-site response to Central Site, defined as the Customer's primary data processing facility, and Remote Site, defined as any site outside the Central Site, as shown in the Covered Products, Support Options and Pricing Exhibit.
- 4.1.3 <u>**Remote Installation**</u>. At Customer's request, Motorola will provide remote installation advice or assistance for Updates.
- 4.1.4 <u>Software Release Compatibility</u>. At Customer's request, Motorola will provide: (a) current list of compatible hardware operating system releases, if applicable; and (b) a list of Motorola Software Cumulative Updates, Supplemental, or Standard Releases.
- 4.1.5 <u>**Customer Notifications**</u>. Motorola will provide access to (a) Field Changes; (b) Customer Alert Bulletins; and (c) Hardware and Firmware Updates, as released and if applicable.
- 4.1.6 <u>On-Site Software Correction</u>. Unless otherwise stated herein, all suspected Residual Errors will be investigated and corrected from Motorola facilities. Motorola will decide whether on-site correction of any Residual Error is required and will take appropriate action.
- 4.1.7 **On-site Product Technical Support Services**. Motorola will furnish labor and parts required due to normal wear to restore the Equipment to good operating condition. Customer will provide on-site hardware service or is responsible for purchasing on-going maintenance for Third Party on-site hardware support.
- 4.1.8 **Principal Period of Maintenance**. At Customer's request, Motorola will provide continuous effort to repair a reported problem beyond the PPM per the customer selected service level, provided Customer gives Motorola access to the Equipment before the end of the PPM, Motorola will extend a two (2) hour grace period beyond PPM at no charge. Following this grace period, any additional support will be invoiced on a time and material basis at Motorola then current rates for Professional Services.
- 4.1.9 <u>Compliance to Local, County, State and/or Federal Mandated Changes</u>. (Applies to Software and interfaces to those Products) Unless otherwise stated herein, compliance to local, county, state and/or federally mandated changes, including but not limited to IBR, UCR, NCIC and state interfaces are not part of the covered Services and will be quoted at the time of the request. Federal and State mandated changes for IBR and UCR are included in Motorola's standard maintenance offering.
- 4.1.10 <u>Anti-virus Software</u>. At Customer's request, Motorola will make every reasonable effort to test and verify specific anti-virus, anti-worm, or anti-hacker patches against a replication of Customer's application. Motorola will respond to any reported problem as an escalated support call.
- 4.1.11 <u>Account Reviews</u>. Upon request, Motorola will provide annual account reviews to include (a) service history of site; (b) downtime analysis; and (c) service trend analysis.
- 4.1.12 <u>**Reports**</u>. Service history reports and notifications are available from the Motorola call tracking system. If you are interested in obtaining access to service history reports and ticketing notifications, inquire with your Technical Support Representative.
- 4.1.13 <u>Maintenance Contract Administration</u>. Motorola's Maintenance Contracts Business manages the maintenance agreement following the warranty term that may be included in the purchase of a Motorola system.