

Shared Agency Agreement

This Shared Agency Agreement (“**SAA**”) is entered into between Motorola Solutions Inc. (“**Motorola**”) and the entity set forth below or in the MCA (“**Customer**” or “**Host Agency**”) and will be subject to and governed by the terms of the Master Customer Agreement (“**MCA**”) and any addendum (“**Addendum**” and collectively, the “**Addenda**”) entered into between the Parties, effective as of [REDACTED]. Capitalized terms used in this SAA, but not defined herein, will have the meanings as set forth in the MCA.

By entering into this SAA, the Shared Agency affirms that they will fund their shared costs of the system and services, per the terms of the MCA and as identified in the pricing section of the attached Addenda. Shared Agency agrees that a purchase order or other notice to proceed is not required for contract performance or for subsequent years of service, if any, and that Customer will appropriate funds according to the Payment Schedule. Motorola will invoice the Shared Agency upon contract execution for the shared costs of the up-front implementation of the system and Motorola will invoice the Shared Agency annually for their portion (if any) of ongoing annual maintenance and subscription services identified in the Addenda.

Section 1: Definitions

- 1.1 **Shared Agency** - A “Shared Agency” is an agency that has purchased the right and license to use the same copy of the Software currently licensed by Motorola to the Host Agency, as set forth in the MCA.
- 1.2 **Host Agency** – The “Host Agency” is a current Motorola licensee and customer that is authorized by Motorola and has agreed to share its use of the Software installed at its facilities with the Shared Agency.
- 1.3 **Software**—“Software” means the PremierOne software licensed hereunder.

Section 2: License

- 2.1 **Grant of License.** Motorola grants to Shared Agency a non-exclusive, non-transferable license to use the same copy of the Software, its Documentation and other related materials, which are presently licensed to the Host Agency, subject to the terms and conditions set forth in the MCA, as well as the terms and conditions specified in this SAA. The license fees paid by Shared Agency to Motorola shall be the same as those paid to Motorola by the Host Agency. Shared Agency agrees to comply with all such terms and conditions of the MCA and this SAA.
- 2.2 **Termination.** This SAA will terminate automatically if and when the MCA terminates for any reason. Motorola or the Host Agency may immediately terminate this SAA and license at any time if the Shared Agency breaches the terms of this SAA or the MCA. The Host Agency may terminate this SAA at any time, with or without cause, upon ninety (90) days prior written notice to Motorola and the Shared Agency, unless otherwise agreed in writing by the Host Agency.
- 2.3 **No Assignment.** The Shared Agency may not assign or transfer this SAA to any other entity or agency, including by operation of law, without the prior written consent of the Host Agency and Motorola, which shall not be unreasonably withheld.

Section 3: Scope of Rights

- 3.1 **Support and Services.** Shared Agency understands that, unless otherwise agreed in writing by all parties, all assistance, support and maintenance services for the Software may be obtained by Shared Agency only through the Host Agency. This SAA does not entitle Shared Agency to any Motorola services beyond the license to use the Software.
- 3.2 **Warranty.** The Representations and Warranties for the Software is defined in Section 6 of the MCA is limited to the remaining time, if any, originally granted under the MCA.

Accepted and Approved:

[Shared Agency]

Signature: _____

Print Name: _____

Title: _____

Date: _____

Motorola Solutions, Inc.

Signature: _____

Print Name: _____

Title: _____

Date: _____