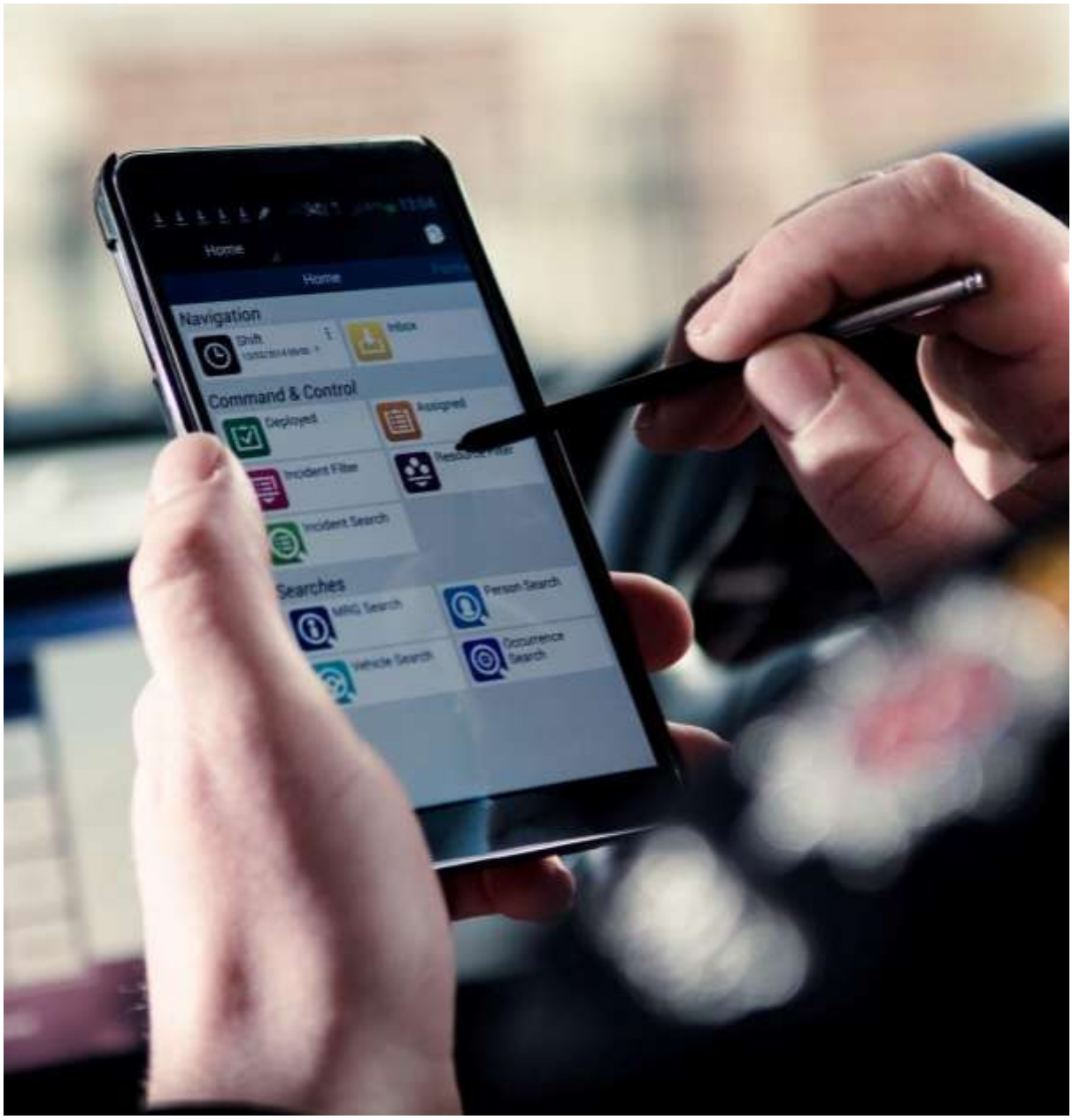
MOTOROLA SOLUTIONS

PRONTO

SUPPLIER TERMS



The information contained in this document is proprietary. Copyright© 2020 Motorola Solutions Limited.

DOCUMENT VERSION

Framework	G-Cloud 15
Document Version	1.0
Valid From	17th September 2026

The information contained in this document is proprietary. Copyright© 2020 Motorola Solutions Limited.

s

TABLE OF CONTENTS

1. Recital 4
2. Definitions 5
3. Commencement and Duration of Contract 7
4. Commencement of the Services 8
5. Minimum Period 9
6. Service Delivery Date 10
7. Services 11
8. Buyer Responsibilities 12
9. Responsibilities Prior to the Service Delivery Date 14
10. Interruptions and Suspension 17
11. Intellectual Property Rights 18
12. Software Licence 19
13. Charges and Payment 21
14. Equipment 22
15. Access and Site Regulations 23
16. Onward Supply of Services 24
17. Warranty 25
18. Onboarding and Offboarding 26
19. Service Levels, Support & Maintenance 27

The information contained in this document is proprietary. Copyright© 2020 Motorola Solutions Limited.

1. RECITAL

1.1 It is noted that the Services described hereunder may be procured by a Buyer under an Order Form which is raised in relation to the G-Cloud 15 Framework Call-Off Contract (RM1557) for the provision of G-Cloud 15 Services between Motorola Solutions Limited ("Motorola Solutions" or "The Supplier") and the Crown Commercial Services and to Buyers, and a Call-Off Contract between Motorola Solutions and Buyer.

1.2 Notwithstanding the foregoing, these terms outline the specific terms and conditions that will apply whenever Motorola Solutions supplies the Service to a Buyer and it is noted that these terms are Supplier Terms which the (Buyer/Buyer as the context permits) requires in order to have the Services provided.

The information contained in this document is proprietary. Copyright© 2020 Motorola Solutions Limited.

2. DEFINITIONS

2.1 The following terms shall have the meaning set out below in relation to any part of the Call-Off Contract.

2.2 Any reference to a Clause means to a clause of the Call-Off Contract unless stated otherwise.

2.3 **"Acceptance Tests"** means the standard tests and procedures carried out by the Supplier to demonstrate that the Collaborate Service is available for use by its Buyers;

2.4 **"Buyer Representative"** means the person(s) nominated by the Buyer and notified to the Supplier in writing who shall be available 24 hours per day, 365 (or 366 in a leap year) days per year, as the single point of contact for the purpose of communications between the Supplier and the Buyer regarding incidents and service-related issues and who shall be authorised to receive and give instructions on behalf of the Buyer in relation to such matters;

2.5 **"Data"** means all data, information, personal data and other material inputted by the Buyer or the End User;

2.6 **"Data Controller"** has the meaning given in the Data Protection Act 1998; "Data Processor" has the meaning given in the Data Protection Act 1998;

2.7 **"Data Protection Legislation "** and **"Privacy Data Protection Requirements"** means the Data Protection Act 1998, the Data Protection Directive (95/46/EC), the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner or any other supervisory authority, and the equivalent of any of the foregoing in any relevant jurisdiction;

2.8 **"Data Subject"** means an individual who is the subject of Personal Data; **"Documentation"** means all documentation, including the Call-Off Contract, provided by the Supplier in connection with the relevant Service;

2.9 **"End User"** means the Buyer or any person authorised by the Buyer to use the Service as the context permits "FOIA" means the Freedom of Information Act 2000;

The information contained in this document is proprietary. Copyright© 2020 Motorola Solutions Limited.

2.10 **"Helpdesk"** means the the Supplier's service management facility that is available 24 hours per day; 365 days (or 366 in a leap year) per year that provides advice and support in respect of the Services;

2.11 **"Minimum Period"** means the period minimum period as stated in paragraph 5 of these Supplier Terms;

2.12 **"Personal Data"** has the meaning set out in section 1(1) of the Data Protection Act 1998 and relates only to personal data, or any part of such personal data relating to end users, in respect of which the Buyer is the Data Controller and in relation to which the Data Processor is providing services under this Call-Off Contract and this definition will include references Buyer Personal Data;

2.13 **"Processing and Process"** have the meaning set out in section 1(1) of the Data Protection Act 1998;

2.14 **"Product Sheet and/or Product Specification"** means the product specification for the Pronto Service that defines the features and functionality of the Service;

2.15 **"Service"** means as set out in the Product Sheet and listed in the Order Form;

2.16 **"Service Delivery Date"** means the ready for service date as set out in Clause 1 of the Supplier Terms;

2.17 **"Response Time"** means the time taken for the Supplier to respond to the Buyer following receipt of an Incident Report;

2.18 **"Term"** means the period for provision of the Services as specified on the Order Form;

2.19 **"Termination Charges"** means the payment in full of the annual Charges for the remainder of the Minimum Period;

2.20 **"Termination Date"** means the date on which the Collaborate Service is terminated by either party in accordance with the terms of the Call-Off Contract.

The information contained in this document is proprietary. Copyright© 2020 Motorola Solutions Limited.

3. COMMENCEMENT AND DURATION OF CONTRACT

3.1 This Call-Off Contract shall commence on the date on which the Order Form is signed by the Supplier and shall continue in force unless or until termination or expiry in accordance with the provisions of the Call-Off Contract.

The information contained in this document is proprietary. Copyright© 2020 Motorola Solutions Limited.

4. COMMENCEMENT OF THE SERVICES

4.1 The Service Delivery Date shall be the date specified in the Order Form upon which the Buyer and the Supplier agree that the supply of the Services will commence. In any event the actual Service Delivery Date shall be in accordance with Clause 4.2 of these Supplier Terms.

4.2 Subject to the Buyer complying with the Buyer obligations under the Call-Off Contract and these Supplier Terms, the Supplier shall use its reasonable endeavours to commence the supply of the Services on or as soon as possible after the Service Delivery Date but shall have no liability for failure to provide the Services by that Date, in accordance with the terms of the Call-Off Contract.

4.3 In the event that there is a delay to any implementation dates or any other dates agreed by the parties and such delay is, in the Supplier's reasonable opinion, caused primarily by the Buyer's acts or omissions, the Buyer shall pay any charges that would have been properly due and payable to the Supplier on achieving the agreed implementation dates but for such delays. If, in the reasonable opinion of the Supplier, the Supplier has contributed to such delays, then without prejudice to any other rights or remedies of either party, the parties shall enter into good faith negotiations to agree the proportion of charges to be paid by the Buyer to the Supplier, provided always that if the parties are unable to agree the proportion of charges within 5 working days, the Supplier shall, acting reasonably and at its sole discretion, determine such charges.

4.4 The Buyer acknowledges that, notwithstanding any other provision of the Call-Off Contract, the Services provided by the Supplier may be subject to change from time to time and may be adversely affected by the Supplier's contractual obligations to provide network services to other Buyers on a nationwide basis. The Supplier shall use reasonable endeavours to notify the Buyer in the event that any Services are materially reduced or decommissioned in any geographic region and the Buyer further acknowledges that it has no right or remedy against the Supplier in relation to any such reduction to the extent that the Supplier is complying with contractual obligations to any other emergency services Buyers.

The information contained in this document is proprietary. Copyright© 2020 Motorola Solutions Limited.

5. MINIMUM PERIOD

5.1 The Minimum Period shall be the 36 Month period commencing on the relevant Service Delivery Date for which Term the Supplier shall supply and the Buyer undertakes to pay for the Services.

The information contained in this document is proprietary. Copyright© 2020 Motorola Solutions Limited.

6. SERVICE DELIVERY DATE

6.1 Subject to the Buyer complying with the Buyer Obligations, the Supplier shall supply the Service on and from the Service Delivery Date on the terms of the Call-Off Contract in accordance with any other details specified in the Order Form, and in accordance with the features and functionality set out in the appropriate Product Sheet.

6.2 The Service Delivery Date for the Service shall be the date on which the Service (or any part thereof) is determined to be ready for service in accordance with the Acceptance Tests and acceptance procedures under clause 2 of this Annex 1.

6.3 The Service Delivery Date of any Service (or any part thereof) shall be notified to the Buyer within five Working Days of such date.

The information contained in this document is proprietary. Copyright© 2020 Motorola Solutions Limited.

7. SERVICES

7.1 The Buyer accepts the Services are provided and measured by the Supplier, based on the Buyer's Data Centre. The Buyers connectivity to the Service is dependent upon the Buyer's Data Centre the minimum requirements in order for the Services to operate effectively and in accordance with the Services Description and Order Form.

7.2 The Buyer acknowledges that, where the Buyer's Data Centre does not meet the requirements set out by the Supplier, that any interoperability, loss of performance, failure to connect or inability to operate the Services shall not be the fault of the Supplier and the Supplier shall be free from any liability, fault, default or breach of the terms of the Call-Off Contract.

7.3 The Buyer shall not use the Services in any way that does not comply with:

7.3.1 The terms of any legislation, regulation or licence applicable to the Supplier or to the Buyer or that is in any way unlawful;

7.3.2 Any instruction given by the Supplier in relation to health & safety or the quality of the Services;

7.3.3 Any other instruction given reasonably by the Supplier or by any other competent authority as may be necessary from time to time.

7.4 The Supplier may, for operational reasons, change the codes or the numbers used by it for the provision of the Services, or the technical specification of the Services, provided that any change to the technical specification does not materially affect the performance of the Services.

The information contained in this document is proprietary. Copyright© 2020 Motorola Solutions Limited.

8. BUYER RESPONSIBILITIES

8.1 The Buyer undertakes to:

8.1.1 Comply with all Buyer obligations as set out in the Service Definition

8.1.2 Comply with its obligations as set out in the Call-Off Contract and these Supplier Term (specifically the obligations contained in clause 8);

8.1.3 Provide the Supplier with all relevant permissions and approvals to collect and store such Buyer Personal Data as required to deliver the Services. Specifically, the Buyer shall grant the Supplier permission to collect and store the GPS location information sent by the Buyer's devices;

8.1.4 Obtain and maintain for the Term any other applicable licences that the Supplier may direct that are required to use the Service or are required to meet the Supplier's obligations;

8.1.5 Manage and pay for change requests under the Call-Off Contract;

8.1.6 Ensure that all Buyer provided equipment used in connection with the Service complies with all relevant, current and updated legislation, regulations, industry standards, instructions, Services specifications, and safety and security procedures and is technically compatible;

8.1.7 Pay the Charges as set out in the Call-Off Contract arising as a consequence of the supply of the Services;

8.1.8 Nominate a Buyer Representative, who's responsibilities include, but are not limited to:

8.1.8.1 Be the single point for day-to-day contact with the Supplier;

8.1.8.2 Provide the Supplier with any relevant and timely information as is available to the Buyer that is reasonably requested by the Supplier;

8.1.8.3 Provide the Supplier with all site rules for the Buyer's Premises and Service Sites which are relevant to the Project activities, including those pertinent to security and safety;

8.1.8.4 Provide appropriate resource to support the Implementation Plan;

The information contained in this document is proprietary. Copyright© 2020 Motorola Solutions Limited.

8.1.9 Co-ordinate user training locally in the force area in accordance with the plan agreed for such training;

8.1.10 Provide a single point of contact for the management of the Buyer's responsibilities in support of the Change Control Procedure.

8.1.11 Not use any of the Service fraudulently or in connection with the commission of a criminal act;

8.1.12 Not use the Service to send hoax, indecent, defamatory, abusive, obscene, menacing, nuisance or offensive communications or in a manner which infringes the rights of any person;

8.1.13 Carry out its own health and safety risk assessment for using the Service and satisfy itself that the product meets its requirements; and

8.1.14 Insure that the Supplier has all relevant passes security access and any other permissions required for any of the Supplier's personnel required to be on the Buyer's premises to perform the Services.

8.1.15 Insure that Buyer data is securely backed up prior to the commencement of implementation of the Services.

The information contained in this document is proprietary. Copyright© 2020 Motorola Solutions Limited.

9. RESPONSIBILITIES PRIOR TO THE SERVICE DELIVERY DATE

9.1 Prior to Acceptance the Buyer shall perform the actions set out in below:

9.1.1 Where the Supplier is required to conduct the Services on the Buyers site, provide a suitable and safe working environment for the Supplier's staff, its agents and Sub-contractors including the provision to the Supplier of all relevant information relating to asbestos for the Buyer's Premises and Service Sites where work is being performed;

9.1.2 Where reasonably requested by the Supplier in at the Buyer's Premises promptly provide at no cost to the Supplier:

9.1.2.1 Reasonable space for any required the Supplier's equipment;

9.1.2.2 The re-arrangement of the position (i.e. location) of existing equipment and aerials allowing the location of the Supplier 's equipment, or that of its agents, in the optimum position;

9.1.2.3 Where required a secure storage space for the Supplier's spares, tools and equipment and similar items where available;

9.1.2.4 Access to telephone and facsimile facilities close to the Supplier's equipment where available;

9.1.2.5 Access for the Supplier's authorised personnel to whatever sanitary and messing facilities as are available on any particular site;

9.1.3 On production by the Supplier of suitable identification documents, provide reasonable access to the Buyer's Premises to the Supplier's staff it's agents and Sub-contractors at all reasonable times for the purposes of undertaking work in connection with the roll-out of the Services;

9.1.4 The Supplier will normally require access to the Buyer's Premises during its usual working hours (which for this clause 8.1 (d) are defined as 08.00 – 18.00 Monday to Saturday) but may on minimum notice require the Buyer to provide access at other times;

9.1.5 Take reasonable care of any items of the Supplier's equipment placed on the Buyer's Premises to provide the Services and not interfere with such equipment nor permit anybody else (except someone authorised by the Supplier) to do so;

9.1.6 Equipment connected to or used in conjunction with the Service are used in accordance with any reasonable instructions in relation to safety, security or otherwise issued by the Supplier and applicable to the use of that equipment;

The information contained in this document is proprietary. Copyright© 2020 Motorola Solutions Limited.

9.1.6.1 Any equipment which is attached or interfaced (either directly or indirectly) to the Service are technically compatible with the Service and approved for that purpose under any relevant legislation;

9.1.6.2 Any restrictions on the use of Software provided by the Supplier for the provision of the Services are complied with at all times.

9.1.7 Provide an accurate and periodically updated list of the Buyer's personnel authorised to request new orders and changes, together with their level of financial authority, including specimens of their signature for verification purposes;

9.1.8 Permit scheduled and unscheduled Downtime in accordance with Annex 1, necessary on the system to allow for upgrades and essential service reliability, providing that reasonable notice has been given and that it will not adversely impact operations;

9.1.9 At the Buyer's Premises, where the Buyer has an alternate or back-up power supply, make reasonable efforts to allow the Supplier to have access to such power supply in the event of regional electricity company failure;

9.1.10 Complete all Buyer allocated tasks by the mutually agreed dates;

9.1.11 Ensure the accuracy of all Buyer Data required for the implementation and operation of the Services provided and maintained by the Buyer;

9.1.12 Undertake simple diagnostic testing of faults and Service Incidents as set out in this Annex 1 and analyse/discuss the results of such data with the Supplier.

9.1.13 Provide escorts when the the Supplier's staff or it's agents or Sub-contractors are required by the Buyer to be escorted on Buyer's Premises;

9.1.14 Make available suitably qualified personnel to be trained by the Supplier as trainers to the remainder of the Buyer's personnel;

9.1.15 Ensure that the security requirements are followed;

9.1.16 Maintain liaison with any such third party suppliers, where applicable, to ensure equipment and services procured by the Buyer outside of this Agreement which directly affects the Supplier's ability to provide the Services, are delivered or provided within the allocated timescales.

9.2 Prior to Acceptance, the Supplier shall perform the actions set out in below:

The information contained in this document is proprietary. Copyright© 2020 Motorola Solutions Limited.

9.2.1 Establish, manage and monitor the implementation phase of the Project;

9.2.2 Ensure that the results of acceptance testing and commissioning are documented;

9.2.3 Provide the agreed documentation to the Buyer;

9.2.4 Provide appropriate reports to the Buyer, as agreed between the parties;

9.2.5 Establish a communication point for contact with the Buyer and the Buyer's Project Manager on behalf of the Supplier during the implementation phases of the Project.

9.3 In the event that the Buyer has altered, modified, manipulated or amended the Buyer's system interface and or any third party system that connects to or interacts with the Services, which was not advised to the Supplier and/or the Supplier had not been provided suitable time or ability to test the change made with Services, the Buyer accepts that the Supplier shall not be liable for any failure of the Services or delay to service delivery in such an event.

The information contained in this document is proprietary. Copyright© 2020 Motorola Solutions Limited.

10. INTERRUPTIONS AND SUSPENSION

10.1 The Supplier will use reasonable efforts to provide uninterrupted Services but from time to time faults may occur, in which case the Supplier will:

10.1.1 Accept fault calls from the Buyer as described in the Service Definition;

10.1.2 Repair the fault in accordance with its normal service management procedures for the Supplier's services; and

10.1.3 Endeavour to restore the normal operation of the Services as soon as practicably possible.

10.2 Occasionally the Supplier may temporarily disrupt the Services:

10.2.1 because of an emergency; and/or

10.2.2 for planned engineering work; and/or

10.2.3 for any unforeseen reason as may be reasonable in the circumstances

10.3 The Supplier shall not be liable for any inability of the Buyer to receive the Services after the Service Delivery Date arising from any act, omission or non-compliance of the Buyer hereunder.

The information contained in this document is proprietary. Copyright© 2020 Motorola Solutions Limited.

11. INTELLECTUAL PROPERTY RIGHTS

11.1 The Buyer shall not acquire title to:

11.1.1 Any Intellectual Property Rights in the Services or underlying infrastructure, software, firmware and or equipment associated with the provision of the Services;

11.1.2 The Supplier's Intellectual Property Rights; nor

11.1.3 Any third party Intellectual Property Rights used in the provision and performance of the Services, unless this is specifically set out in the Supplier's Terms in Annex 1.

11.2 The Supplier grants to the Buyer for the duration of the Call-Off Contract a royalty-free, non-exclusive, non-transferable licence to use the Documentation, together with any software provided pursuant to the Services, to the extent that it is able to do so and is necessary to enable the Buyer to use the Services.

11.3 The Buyer shall not, without the Supplier's prior written consent, copy, decompile or modify the software, nor copy any Documentation (except as permitted by law).

11.4 The Buyer shall sign any agreement reasonably required by the owner of the copyright in the software or any part of the Documentation to protect the owner's interest in that software and/or Documentation.

11.5 Title to all Buyer Data and any Intellectual Property Rights in and to the Buyer Data, stored, transferred or processed by the Supplier by virtue of providing the Services shall remain vested in the Buyer.

11.6 Any Intellectual Property of the Buyer used or offered to the Supplier free of charge solely to the extent necessary in order to provide the Services or for the Supplier to meet its obligations shall remain vested in the Buyer.

11.7 Any Intellectual Property of the Supplier used or offered to the Buyer in order for the Buyer to use the Services or for the Buyer to meet its obligations shall remain vested in the Supplier.

The information contained in this document is proprietary. Copyright© 2020 Motorola Solutions Limited.

12. SOFTWARE LICENCE

12.1 The Supplier grants to the Buyer a non-exclusive, non-transferable, revocable, royalty free licence to use the Software (and any related Deliverables) in Object Code form and the Documentation in relation to Buyer's internal business during the software term as defined in the Call-Off Contract to use at the location of the Buyer. The Buyer shall not sub-licence the Software or allow any third party to use, access or support the Software or Deliverables without the express consent of the Supplier. The Buyer shall not use the Software for the benefit of any third Party other than as expressly permitted by the Supplier. The Buyer shall not use the Software, nor shall it allow any Buyer end-user to use the Software in excess of the licence volumes defined in the Call-Off Contract. In the event that the Buyer end-user cannot use the Software on the designated hardware due to a failure or malfunction, the Software may be temporarily used on alternative equipment until such failure or malfunction is remedied. Such action will require the Supplier's written consent, such consent not to be unreasonably withheld.

12.2 The Supplier shall be permitted upon prior written notification to the Buyer to assign the benefit of the Software licence as a whole to any company in the Supplier's Group or to an entity acquiring (in whole or part) the Supplier or its customer base in accordance with the terms of the G-Cloud 15 Framework Agreement RM1557.

12.3 The Buyer has no right to copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the Software in whole or in part except as permitted by law.

12.4 The Buyer shall not access all or any part of the Software, Deliverables or Hosting Services in order to build a product or service which competes with the Software and/or the Services, nor shall the Buyer use the Software or Hosting Services to provide services to third parties.

12.5 In respect of access to or use of any third party software licensed to the Buyer which is required for the Supplier to complete implementation of the Services on behalf of the Buyer, the Buyer shall prior to the commencement of any implementation or the provision of the Services by the Supplier:

12.5.1 Procure that the relevant third party gives consent to such access or use by the Supplier for the term of this Agreement; or

The information contained in this document is proprietary. Copyright© 2020 Motorola Solutions Limited.

12.5.2 Grant to the Supplier a sub-licence for the term of this Agreement to access or use such third party software; or

12.5.3 Procure that the relevant third party grants to the Supplier a licence for the term of this Agreement to such third party software,

12.5.4 Provided that in each case such access or use is necessary or incidental to the Supplier performance of the Services.

12.6 The Buyer is permitted to use the Software for the defined purchased volume of users as specified in the Call-Off Contract. In the event that the Buyer is deploying the Software to a greater volume of users than the designated number stated in the Call-Off Contract, then the Buyer shall be in breach of the terms of this Agreement and the Call-Off Contract (without prejudice to the Supplier's other rights) the Supplier shall at its sole option be entitled to claim compensation and/or damages and/or recoup such additional costs for the volume of such additional users added by the Buyer subject to clause 24.1 Liability, and/or terminate this Agreement in accordance with clause 18.5 of the Call-Off Contract.

12.7 Any Software is supplied to the Buyer as part of the Services as defined in the Call-Off Contract, title shall only pass as regards the media on which the Software is recorded upon payment in full of the applicable agreed Charges, for the avoidance of doubt Title of the intellectual property shall not pass for the software programs themselves which shall at all times remain the property of the Supplier and /or the relevant designate third party software supplier(s) or author/ manufacturer of such Software.

The information contained in this document is proprietary. Copyright© 2020 Motorola Solutions Limited.

13. CHARGES AND PAYMENT

13.1 Charges shall be paid in accordance with the Part A Order Form as incorporated into the Call-Off Contract.

The information contained in this document is proprietary. Copyright© 2020 Motorola Solutions Limited.

14. EQUIPMENT

14.1 If the Supplier (or its subcontractor) needs to install equipment at sites to enable the provision of Services, the Buyer will:

14.1.1 Prepare the sites in accordance with the Supplier's (or its subcontractor's) reasonable instructions (if any);

14.1.2 Make available a suitable place and conditions for the equipment;

14.1.3 Provide at no charge to the Supplier sufficient electricity and connection points as may be required from time to time;

14.1.4 Provide earthing facilities and a stable electrical power supply as the Supplier may reasonably require to install, test and maintain any of the equipment or Services at the site;

14.1.5 Remain responsible at all times for such equipment and liable to the Supplier for any loss of or damage to the equipment whilst it is in the Buyer's possession, custody or control, except where such loss or damage is due to fair wear and tear or is caused by the Supplier or anyone acting on behalf of the Supplier;

14.1.6 Not, nor allow anyone else to, add to, modify or in any way interfere with the equipment, (other than someone authorised by the Supplier); and

14.1.7 Not use and /or install such equipment other than in accordance with any reasonable instructions, safety and security procedures notified by the Supplier or its supplier from time to time.

14.2 If the Supplier needs to install equipment or remove it from a site in connection with the supply of the Services it shall be the Buyer's responsibility to restore the condition of the site including any re-decorating that may be required after such installation or removal.

14.3 The title in any the Supplier's equipment supplied to the Buyer including equipment installed at a site in connection with provision of the Services shall remain with the Supplier unless otherwise specifically set out in the Supplier's Terms.

The information contained in this document is proprietary. Copyright© 2020 Motorola Solutions Limited.

15. ACCESS AND SITE REGULATIONS

15.1 The Buyer shall provide the Supplier, its employees, suppliers and any authorised representative (subject to production of a valid identity card) such access to the sites as may be reasonably required in connection with the supply of the Services.

15.2 Any employee, supplier or authorised representative of the Supplier requiring access to a site under 15.1 above shall comply with all reasonable site regulations as advised to the Supplier by the Buyer.

15.3 The Supplier reserves the right to charge the Buyer at its normal and reasonable rates for man-hours and materials in respect any costs incurred by the Supplier arising from the Buyer's failure to comply with its obligations under 15.1 above.

15.4 The Supplier and the Buyer will comply with each other's reasonable requirements for the safety in connection with the supply of the Services and people at any site.

The information contained in this document is proprietary. Copyright© 2020 Motorola Solutions Limited.

16. ONWARD SUPPLY OF SERVICES

16.1 The Buyer shall not be entitled to resell any of the Services provided by the Supplier without the express permission of the Supplier.

The information contained in this document is proprietary. Copyright© 2020 Motorola Solutions Limited.

17. WARRANTY

17.1 The Supplier will provide a non-chargeable warranty for Faults until the Call-Off Contract is terminated or expires but not for Faults resulting from Fair Wear and Tear or other causes including but not limited to:

17.1.1 any changes to the software or configuration effected by the Buyer or a third party acting outside the scope of this Call-Off Contract;

17.1.2 Buyer misuse;

17.1.3 incorrect environmental conditions including incorrect temperature and humidity levels;

17.1.4 Buyer third party network connectivity between the Supplier's data centre and the Buyer's data centre

17.1.5 Buyer network infrastructure as supported by the Buyer network provider

17.1.6 Equipment used to operate the service that does not conform to the specification recommended by the Supplier

17.1.7 Water ingress

17.1.8 electrical surges or failures;

17.1.9 lightning damage;

17.1.10 electromagnetic interference;

17.1.11 any other accidental or deliberate damage; and

17.1.12 use of any equipment or third party accessories that have not been specified under this Call-Off Contract.

The information contained in this document is proprietary. Copyright© 2020 Motorola Solutions Limited.

18. ONBOARDING AND OFFBOARDING

18.1 The procedure for onboarding and offboarding to the Pronto service will be as defined in the 'Implementation Model' section of the Service Definition.

The information contained in this document is proprietary. Copyright© 2020 Motorola Solutions Limited.

19. SERVICE LEVELS, SUPPORT & MAINTENANCE

19.1 The procedures for support will be as defined in the 'Support Services' section of the Service Definition.

19.2 The procedures for maintenance and software releases will be as defined in the 'Support Services' section of the Service Definition.

19.3 The procedures for incident management will be as defined in the 'Support Services' section of the Service Definition.

19.4 The service level targets will be as defined in the 'Support Services' section of the Service Definition.

The information contained in this document is proprietary. Copyright© 2020 Motorola Solutions Limited.