

Vesta Solutions Service Order Agreement No. 1

1. TERM OF SERVICE ORDER AGREEMENT

This Vesta Solutions Service Order Agreement ("SOA") shall commence on July 24, 2018 (the "SOA Effective Date") and terminate 5 years after the Services Commencement Date (the "Initial Term"), unless earlier terminated in accordance with the provisions of the Master Service Agreement dated of even date herewith, by and between the parties hereto (hereafter the "MSA").

2. DEFINITIONS

Capitalized terms used, but not defined in this SOA are defined elsewhere in the SOA, MSA or Applicable Tariff.

"Applicable Tariffs" consist of the standard Vesta Solutions service descriptions, pricing and other provisions filed by Vesta Solutions or any of its Affiliates with the appropriate state regulatory commission having jurisdiction respecting a Service, as revised by Vesta Solutions from time to time. In the event an Applicable Tariff is withdrawn by Vesta Solutions or tariffing is no longer permitted or required by the appropriate state regulatory commission, references to the Applicable Tariff shall be deemed to refer to the corresponding state allowed named document for the services offered herein.

"Individual Case Basis" (ICB) means a service arrangement in which the regulations, rates, charges and other terms and conditions are developed based on the specific circumstances of the case. Vesta Solutions may or may not have an equivalent service in the price list for which there is a rate, and the quoted ICB rates may be different than the price list rates. ICB must be provided under contract to a customer and the contract filed (under seal) with the Commission, upon request. All customers have nondiscriminatory access to requesting the service under an ICB rate. Recurring and non-recurring charges for all services provided pursuant to this price list may be individualized for a particular Customer based on the need to respond to a unique service application and/or market condition. All services will be offered on the same basis to any other Customer, which has the same service specifications and market conditions.

3. SERVICES

Vesta Solutions will provide the services to Customer under this SOA as selected below ("Services"), and as further provided in Attachment 2, attached hereto and incorporated herein ("Proposal").

3.1 REGULATED SERVICES

Regulated services may be ordered as provided below ("Regulated Services"). Pricing, service descriptions and other provisions relating to the Services will be set forth in this SOA, the MSA, and the Applicable Tariffs.

VESTA® ROUTER SERVICE - Transitional (Indicate Selection by Checking Box)

- 9-1-1 Tabular Routing + 9-1-1 ANI
- 9-1-1 ALI Database (DB) Services + DB Management
- 9-1-1 Network Elements

VESTA® ROUTER SERVICE – Geospatial

(Indicate Selection by Checking Box)

- i3 Geospatial Routing
- ECRF/LVF Service
- i3 Logging Service
- 9-1-1 Network Elements
- Location Database (LDB)

3.2 OPTIONAL SERVICES

Optional Services are services that are not regulated by a state regulatory commission, and are not included in the Applicable Tariffs ("Optional Services"). Optional Services may be ordered by selecting below and are further described in the Proposal.

- VESTA® NEXT Data Service
- VESTA® 9-1-1 as a Service

3.3 SERVICES COMMENCEMENT DATE

Regulated Services that are selected shall commence on a date to be agreed upon between Vesta Solutions and Customer ("Regulated Services Commencement Date"). Optional Services that are selected shall commence on N/A ("Optional Services Commencement Date"). Regulated Services Commencement Date and Optional Services Commencement Date are referred to herein, collectively as "Services Commencement Date." The rates and charges for Services will be effective on the Services Commencement Date. Upon completion of the term of this SOA and any extensions thereof, and until a new SOA has been executed between the parties, the monthly recurring charges and term shown herein shall be as follows:

(a) for Regulated Services, the monthly recurring charges will convert to the Applicable Tariff rate and term therein; (b) for Optional Services, the monthly recurring charges shall be the greater of: (i) the monthly recurring charge provided in the table below; or (ii) the monthly recurring charge as adjusted by the annual rate of the Consumer Price Index published by the U.S. Department of Labor, Bureau of Labor Statistics, commonly known as the "Consumer Price Index for all Urban Consumers" for the immediately preceding twelve (12) month period, and the term shall automatically extend in one (1) year successive terms.

4. PRICING

The rates and charges provided herein for Services are further described in the Pricing Schedule, attached hereto and incorporated herein as Attachment 1. Regulated Services are priced pursuant to the Applicable Tariff rates and/or pursuant to an Individual Case Basis arrangement. Optional Services are priced pursuant to the Proposal. Vesta Solutions and Customer understand and acknowledge that the Pricing Schedule is priced pursuant to an Individual Case Basis arrangement.

4.1 NON-RECURRING CHARGES (NRC) AND/OR ADVANCE PAYMENTS

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Non-recurring charges and/or advance payments may be required in order to provision the Services. A schedule of non-recurring charges and/or advance payment amounts and events when such charges and/or amounts are due are provided in the Pricing Schedule. Vesta Solutions shall provide an invoice to Customer upon occurrence of each event. Any non-recurring charges set forth in the Pricing Schedule are non-refundable.

4.2 MONTHLY RECURRING CHARGES

Monthly recurring charges for the Services are provided in the Pricing Schedule. Additional charges may be rendered by other local exchange carriers in connection with the provisioning of 9-1-1 Emergency Service to the Customer.

Persons Served is calculated by taking the most recent county population as estimated by the U.S. Census Bureau data (<http://www.census.gov/popest/counties/>). PSAPs that serve an area that crosses county boundaries, or encompasses only a portion of a county, the number of persons served will be determined on a case-by-case basis. The number of persons served is subject to annual review and sizing using the most recent U.S. Census Bureau data.

5. INVOICING AND PAYMENT

Except as otherwise provided in the Proposal, invoicing and payments shall be made as set forth below. For Regulated Services, if no invoicing or payment terms are provided, then the Applicable Tariff applies.

For non-recurring charges and/or advance payments, Vesta Solutions shall invoice the Customer upon completion of each milestone. For monthly recurring charges, Vesta Solutions shall invoice the charges for the Services in advance based upon the Services Commencement Date, and at the beginning of each subsequent month thereafter. In the event that the Services Commencement Date does not coincide with the beginning of a month, such month shall be prorated based on a thirty day calendar month.

Payment is due forty-five (45) calendar days net from the date of invoice. All amounts provided herein are exclusive of any taxes, duties, levies, fees, or similar charges imposed by a third party other than Vesta Solutions.

Unless otherwise specified on the particular invoice, all payments shall be due and payable in U.S. Dollars. A maximum late payment charge of 1% per month on balances not paid within forty-five (45) calendar days in accordance with Part VII, Chapter 218, Florida Statutes (Local Government Prompt Payment Act).

6. GOVERNMENTAL/OTHER CHARGES

As further described in Section 5 of the MSA, regardless of any stabilization of rates or charges that may appear in this SOA, Vesta Solutions reserves the right to increase charges as a result of: (i) expenses incurred by Vesta Solutions reasonably relating to regulatory assessments stemming from an order, rule or regulation of the Federal Communications Commission or other regulatory authority or court having competent jurisdiction (including but not

limited to payphone, PICC and USF related expenses and E9-1-1 and deaf relay charges); or (ii) the price or availability of network elements used in the provision of the Services, amounts other carriers are required to pay to Vesta Solutions or the amount Vesta Solutions is required to pay to other carriers in connection with the provision of the Services to Customer under this SOA.

7. COMMISSION JURISDICTION

If an ICB is subject to the jurisdiction of a regulatory commission, each such ICB will be subject to changes or modifications as the controlling commission may direct from time to time in the exercise of its jurisdiction. Therefore, for this purpose, each such ICB will be deemed to be a separate agreement with respect to the Services offered in a particular jurisdiction.

8. ORDER OF PRECEDENCE

This SOA is made pursuant to and is governed by the MSA. Customer and Vesta Solutions acknowledge and agree that in the event of a conflict between any provisions of this SOA, the MSA and any other ancillary document or agreement related to this SOA, the order of precedence shall be: this SOA, the SOA attachments (if applicable), the MSA, MSA exhibits, and then ancillary documents.

BOARD OF COUNTY COMMISSIONERS MARTIN COUNTY, FLORIDA

By: _____
Edward V. Ciampi, Chair

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Sarah W. Woods, County Attorney

ATTEST:

By: _____
Carolyn Timmann, Clerk of the Circuit Court, and
Comptroller

Date: _____

VESTA SOLUTIONS, INC.

Signed: _____

Print Name: _____

Title: _____ Date: _____

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ATTACHMENT 1 PRICING SCHEDULE

SUMMARY VESTA® ROUTER AND VESTA® NEXT DATA SERVICE

| County | 2016 U.S. Census Population Estimate | Non-Recurring Charge (NRC) per Person | NRC/Advance Payments Total | Monthly Recurring Charge (MRC) per Person | MRC Total |
|-------------------|--------------------------------------|---------------------------------------|----------------------------|---|--------------|
| Martin County, FL | 158,701 | \$2.40 | \$380,882.40 | \$0.06 | \$571,323.60 |

NRC AND/OR ADVANCE PAYMENTS SCHEDULE OF PAYMENTS

| NON-RECURRING CHARGES/ADVANCE PAYMENTS | | |
|--|--|---------------------|
| MILESTONES (Options) | | Total Amount |
| 1. Contract Execution – 100% | | \$380,882.40 |
| 2. Contract Execution – 50% Installation Completion – 50% | | N/A |
| 3. Other (Agreed to by the Parties) | | N/A |
| SUBTOTAL (NRC/ADVANCE PAYMENTS) | | \$380,882.40 |

MONTHLY RECURRING CHARGES (MRC) SCHEDULE OF PAYMENTS

| REGULATED SERVICES | | | | |
|---|--------------------------------|--------------------|------------------|--|
| 9-1-1 Emergency Services | Monthly Rate Per Person Served | Monthly Rate Total | Number of Months | Total Amount (Initial Term) 5 Years |
| <i>Transitional</i> | | | | |
| 9-1-1 Tabular Routing + 9-1-1 ANI | | | | N/A |
| 9-1-1 ALI Database (DB) Services + DB Management | | | | N/A |
| 9-1-1 Network Elements | | | | N/A |
| 9-1-1 Tabular Routing + 9-1-1 ANI 9-1-1 ALI Database (DB) Services + DB Management | \$0.06 | \$9,522.06 | 60 | \$571,323.60 |
| 9-1-1 Network Elements | | | | |
| <i>Geospatial</i> | | | | |
| i3 Geospatial Routing | | | | N/A |
| ECRF/LVF Service | | | | N/A |
| i3 Logging Service | | | | N/A |
| 9-1-1 Network Elements | | | | N/A |
| Location Database (LDB) | | | | N/A |
| OPTIONAL SERVICES | | | | |
| VESTA® NEXT Data Delivery Service | | | | N/A |
| VESTA® 9-1-1 as a Service (see next page) | | | | N/A |
| SUBTOTAL (MRC) | | | | \$571,323.60 |

| TOTALS – NRC/ADVANCE PAYMENTS AND MRC | |
|--|---------------------|
| SUBTOTAL – NRC/ADVANCE PAYMENTS | \$380,882.40 |
| SUBTOTAL – MRC | \$571,323.60 |
| TOTAL AMOUNT | \$952,206.00 |

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OPTIONAL SERVICES VESTA® 9-1-1 AS A SERVICE SCHEDULE OF PAYMENTS

NON-RECURRING CHARGES (NRC)

| NON-RECURRING CHARGES | Per PSAP/Per Position | Number of PSAPs/Positions | Total Amount |
|--|-----------------------|---------------------------|--------------|
| 1. VESTA 9-1-1 Backroom (Per PSAP) - Contract Execution – 100% | | | N/A |
| 2. VESTA Local Survivability (Per PSAP) - Shipment of Equipment to PSAP – 100% | | | N/A |
| 3. VESTA 9-1-1 PSAP (Per Position) - Shipment of Equipment to PSAP – 100% | | | N/A |
| 4. VESTA CommandPOST (Per Position) - Shipment of Equipment to PSAP – 100% | | | N/A |
| SUBTOTAL (NRC/ADVANCE PAYMENTS) | | | N/A |

MONTHLY RECURRING CHARGES (MRC)

| OPTIONAL SERVICES (VESTA 9-1-1 as a Service) | Monthly Rate Per Position | Number of Positions | Monthly Rate Total | Number of Months | Total Amount (Initial Term) |
|---|---------------------------|---------------------|--------------------|---------------------|-----------------------------|
| REQUIRED ITEMS | | | | | |
| VESTA 9-1-1 CPE | | | | | N/A |
| OPTIONAL ITEMS | | | | | |
| VESTA Local Survivability (per PSAP) | | | | | N/A |
| VESTA Analytics | | | | | N/A |
| VESTA Map Local - Basic | | | | | N/A |
| VESTA Map Local - Premium | | | | | N/A |
| VESTA Activity View | | | | | N/A |
| VESTA Heads-Up Display | | | | | N/A |
| VESTA Phone CommandPOST | | | | | N/A |
| VESTA SIP | | | | | N/A |
| Incentive – Prepayment (Annual) | | | | | |
| SUBTOTAL (MRC) | | | | | |
| A LA CARTE ITEMS | | | Price/Training | Number of Trainings | Total Amount |
| VESTA 9-1-1 Admin. Standard training | | | | | N/A |
| VESTA 9-1-1 Admin. Complex training | | | | | N/A |
| VESTA 9-1-1 Agent training | | | | | N/A |
| VESTA 9-1-1 Agent TTT | | | | | N/A |
| VESTA Analytics Admin. training | | | | | N/A |
| VESTA Activity View training | | | | | N/A |
| VESTA 9-1-1 SMS Admin. Delta training | | | | | N/A |
| VESTA 9-1-1 SMS Agent Delta training | | | | | N/A |
| VESTA 9-1-1 SMS TTT Delta training | | | | | N/A |
| VESTA 9-1-1 SIP Phone training | | | | | N/A |
| VESTA Map training | | | | | N/A |
| Cutover Coaching | | | | | N/A |
| SUBTOTAL (A La Carte) | | | | | |

| TOTALS – NRC, MRC and A La Carte Items | |
|--|-----|
| SUBTOTAL – NRC | N/A |
| SUBTOTAL – MRC | N/A |
| SUBTOTAL – A La Carte Items | N/A |
| TOTAL AMOUNT | N/A |

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SECTION 1

INTRODUCTION

Vesta Solutions, Inc., a wholly owned subsidiary of Motorola Solutions, Inc., (Vesta Solutions) is pleased to provide this proposal to Martin County, FL. This proposal is for Internet Protocol (IP) selective routing, database, and network services. This proposal is conditioned on, and subject to, the negotiation of a mutually acceptable Master Service Agreement setting forth applicable terms and conditions.

We are honored to be the VESTA® 9-1-1 call handling provider for many Public Safety Answering Points (PSAPs) in the State of Florida. Today our solutions provide 9-1-1 services to over 925 call handling positions and 32 systems (Counties) in the State of Florida. We have migrated almost 18 systems in Florida representing 530 positions to the new VESTA 9-1-1 platform with many more in the process. Vesta Solutions plays an instrumental role in monitoring and managing many of these 9-1-1 solutions.

In addition to being the leading provider of a call handling system, Vesta Solutions has also been a key supplier of 9-1-1 selective routers. Today there are approximately one hundred ECS-1000 selective routers still in service and supported by Vesta Solutions. As the industry transitions to NG9-1-1, Vesta Solutions has made a very natural transition to a 9-1-1 service provider. Vesta Solutions is an approved CLEC in the state of Florida and has an approved tariff for our 9-1-1 routing and related services. We value the relationships we have built over the last two decades and look forward to the opportunity of expanding our role as the State's primary 9-1-1 service provider.

The following are what we understand to be the primary objectives for Martin County:

1.1 IMPLEMENT IP SELECTIVE ROUTING WITH ENHANCED CALL TRANSFER CAPABILITIES

Our proposal includes a new IP selective routing solution to replace the legacy selective routers supporting the county. The current E9-1-1 call transfer capabilities will be retained with the new installation. Our IP selective routers provide enhanced call transfer capabilities using customized policy routing functions that broaden the routing options for Martin County.

1.2 MIGRATION TO NG9-1-1 GEOSPATIAL ROUTING WITHOUT A FORKLIFT UPGRADE

While the initial deployment will use IP ESN-based (Emergency Service Number) routing, the solution will support geospatial routing without the need to replace the existing hardware. The migration will require additional hardware, software updates, enhanced licenses and services for the management of the Geographic Information System (GIS) data.

1.3 IMPROVED SERVICE FOR THE COUNTY

The VESTA® Router solution will enable the improvement of emergency communications by providing more information to telecommunicators and supporting new types of requests for service. In the future, VESTA Router may also be enhanced to support new types of media, such as images or video.

1.4 DEDICATED IN-REGION SOLUTION FOR REDUCED RISK / MORE CONTROL

VESTA Router will be deployed in-state and dedicated to the regions. Because the solution is dedicated, the regions will have input into the overall management of the solution, such as when upgrades are performed. In addition, the system can be scaled and configured for the unique needs of the region.

1.5 SOLUTION BUILT ON INDUSTRY PROVEN TECHNOLOGY

VESTA Router is built-on technology from proven industry leaders. Vesta Solutions integrates and tests the systems as a complete end to end solution. Our solution is Customer Premises Equipment (CPE) agnostic and aligned with NENA (National Emergency Number Association) i3 standards for interoperability with adjacent Emergency Services IP Networks (ESInets).

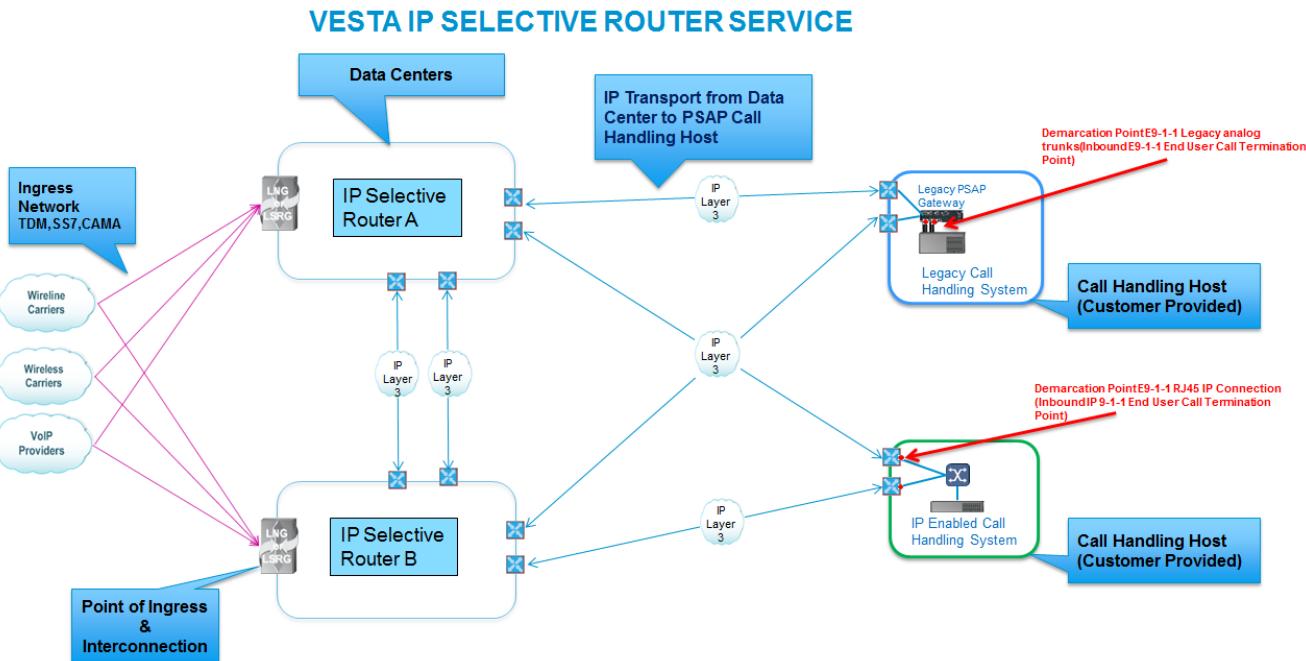
1.6 CALL HANDLING AND ROUTING EXPERTISE

Many of our customers have expressed their desire to have a service provider that is beyond a system integrator. Customers expect delivery of a tested and approved end-to-end solution by a provider like Vesta Solutions. Vesta Solutions has the expertise and familiarity with handling the complexities of 9-1-1 emergency call handling.

SECTION 2

SOLUTION OVERVIEW

Vesta Solutions recommends an interconnected Emergency Services IP Network (ESInet) configuration for Martin County. Vesta Solutions proposes a Routing Service; where Vesta Solutions will engineer, furnish, implement, maintain and make operable an IP routing solution.



2.1 ROUTING SERVICE

VESTA® Router will initially be deployed as an IP selective router that will route 9-1-1 calls to the correct PSAP based on ESN, as is done today. Our routing solution will process an incoming emergency call/request for service, route the call/request to the correct PSAP based on the ESN and pre-configured routing rules, and send the call/request to the appropriate call handling system. Vesta Solutions will perform the following activities:

- Load Master Street Address Guide (MSAG) data (Selective Routing Database - SRDB based on ESN) provided by customer
- Upload SRDB updates including Service Order Information (SOI) record updates
- Develop and implement custom routing policy rules for:
 - Selective routing
 - Trunk only
 - PSAP abandonment
 - Default routing
 - Alternate routing
- Manage changes to routing policy as required
- Configure Automatic Location Information (ALI) steering for wireless calls

- Includes a dashboard to monitor call statistics.

Routing rules will be configured for all inbound emergency calls. Routing rules can be based on the call type (wireline, wireless, VoIP, etc.), location information of the calling party, the originating service provider (OSP) of the trunk, or trunk group, as an example. Vesta Solutions will manage the routing of calls, including the ability to re-route in the event of an outage or availability of a PSAP.

Vesta Solutions recommends that customers move toward geospatial routing in a phased approach, starting with IP routing and then migrating to geospatial routing. This allows the GIS data and processes to be perfected in order to meet the 98% accuracy goals set forth by NENA. While VESTA Router supports the migration to geospatial routing (no forklift upgrade), additional licensing, hardware and cost will be required.

2.2 LOCATION DATABASE SERVICE

Vesta Solutions will provide a location database service to provide location information for incoming calls. The Location Database Service includes legacy ALI services. The Location Database Service includes the following items:

- Setup of the database, preparation of the data and loading of subscriber records and location validation data. An initial extract of the data from the current ALI providers will be imported into the new database. The data will be validated and tested in advance of the cutover.
- Service Order Information (SOI) record updates will be processed and errors resolved as required
- Management of the existing subscriber database and migration to Location Information Service (LIS)
- Management of the location validation data and functions
- Customer data management tools will be provided so that location discrepancies can be easily reported and managed

2.3 ROUTING INFRASTRUCTURE

VESTA Routers will be deployed in redundant and geo-diverse data centers located within the State of Florida. VESTA Routers are deployed in a paired configuration and include various routing options such as alternate or default routing. This enables the routing of calls based on the customer-defined call routing rules for normal and failover conditions. Legacy Network Gateways (LNG's) at the data centers will terminate the ingress wireline, wireless and VoIP call traffic and convert it to IP.

Our design includes diverse circuit termination (dual-homed and/or load-balanced) from the Originating Service Providers (OSP) across the paired data centers and across multiple gateways to minimize loss of call routing capacity and services. Each data center will also include a Session Border Controller (SBC) that will implement the Border Control Functions (BCF), providing IP network security for the incoming Session Initiation Protocol (SIP) call. The Location Database (LDB) will provide the location information related to the incoming Automatic Number Identification (ANI).

Our Next Generation routing solution is deployed on enterprise-class servers with virtual machine (VM) technology. The hardware and software infrastructure is highly reliable and aligned with industry best practices for a public safety solution.

Legacy Selective Router Gateways (LSRG's) will be required to terminate trunking back to the existing E9-1-1 LEC tandem during the transition phase. These trunks will allow call transfers between the LEC E9-1-1 tandem and the Vesta Solutions selective routers.

After the Vesta Solutions selective router installation is complete and in-service, Vesta Solutions will provide the LSRG and trunks that Vesta Solutions deems necessary for the handling of E9-1-1 call transfer between the Vesta Solutions selective router and those PSAPs which remain connected to the existing E9-1-1 LEC tandem.

Vesta Solutions will provide VESTA Router as a service and is responsible for lifecycle management in support of the routing service (hardware refreshes included).

2.4 NETWORK AND DATA CENTER

The network for the Next Generation routing solution consists of:

1. Ingress network
2. Layer 3 Network between the Data Centers
3. IP Wide-Area-Network (WAN)

Vesta Solutions will complete a network assessment to determine the best network solution for Martin County and the region. Multiple carriers will be considered in conjunction with failover strategies, media types, etc. For the purpose of this proposal, a primary and secondary network is included to the PSAP locations.

Ingress: The wireless and VoIP OSPs are required to terminate 9-1-1 traffic at a location designated by the PSAP(s). Therefore, our design will include dual-homed ingress traffic from all carriers. In most cases, the ingress traffic will consist of Signaling System No. 7 (SS7) trunking or Digital Signal 1 (DS1) Channel-associated signaling (CAS), terminated on LNGs at our data centers. Vesta Solutions will both coordinate the transition and manage the ingress demarcation. Unless stated otherwise, this proposal does not include any existing OSP charges related to delivering the call to the location of the Next Generation routing solution. Those costs would remain with the customer.

Data Center Network: Vesta Solutions has included high-bandwidth connections between the data centers. This network is used to provide communication between the data centers and is key in the implementation of failover strategies.

IP WAN: The data centers will have redundant connections to the IP WAN, which usually consists of a Multiprotocol Label Switching (MPLS) network or bonded Transmission System 1 (T1s). Vesta Solutions services include secure, redundant and route diverse connections to each PSAP, subject to the availability of facilities. However, in some cases due to last mile limitations, we may be limited to a single circuit from the serving office to the PSAP. In this case, we can explore alternate technologies such as Long-Term Evolution (LTE), or use failover strategies should the PSAP be unavailable.

The Data Centers utilize dual entrance facilities served by multiple carriers. Backup power, security, access control, location/separation are just a few of the items we assess prior to selection.

SECTION 3

SERVICES

Included in our response is a suite of services to achieve a smooth migration to the new routing solution. VESTA® Services is a complete services solution customized to the needs of the regions, with the personal touch only Vesta Solutions provides.

When services are required for your critical 9-1-1 systems, they should be executed in the most expert way possible to give you peace of mind knowing the job will get done.

Vesta Solutions, the home of VESTA®, is here to do that very thing – to provide a complete routing solution, starting with consultation, implementation, and continuing with ongoing service. Countless PSAPs have expressed their desire for Vesta Solutions to become their go-to service provider due to our proven track record and initiative in Public Safety. Vesta Solutions is ready to serve you – to be your single point of contact in providing expert assistance for faster results, fewer headaches and a renewed focus on your day-to-day operations.

3.1 VESTA SERVICES

- An all-inclusive solution, from consulting to installation to ongoing servicing of your routing service
- A Service Delivery Plan tailored to your requirements and continually assessed to ensure your needs are met
- Service Level Reporting that spells out your expectations for service levels and response times
- Reliable, assistance available 24/7/365 from our expert Network Operations Service Team utilizing state-of-the art-technology
- Open communication regarding all aspects of your Routing service – the key to our success together!

SECTION 4

PRICING

Our pricing offers two options which include fixed rate and individual case basis pricing. The pricing options are available pursuant to the filed tariff of Vesta Solutions, Inc. FL Tariff No. 1. The pricing contained in this proposal is valid for 120 days. The Vesta Solutions tariff is available on the web at <http://tariffs.net/airbus/>.

On July 11, 2016, the Florida Public Service Commission granted authority to Vesta Solutions to operate as a telecommunications service provider.

Following are the pricing assumptions:

- Vesta Solutions will engineer, furnish, install and monitor the VESTA Router solution.
- A subsequent upgrade will be required to migrate to geospatial routing, however a forklift upgrade will not be required. Additional charges apply.

4.1 Pricing

| County | 2016 US Census Population Estimate | NRC Rate Per Person | MRC Rate Per Person | NRC | MRC |
|---------------|------------------------------------|---------------------|---------------------|-----------|-----------|
| Martin County | 158,701* | \$2.40 | \$0.06/mo. | \$380,882 | \$571,324 |

*Population is based on US Census and updated annually

4.2 CONDITIONS

1. Includes ANI, ALI, Routing and Network Services described in the Vesta Solutions Tariff for the State of Florida.
2. Pricing is based on 60 month term agreement per County.
 - a. Termination charges will apply for early termination.
3. NRC (service establishment charge) is a Non Recurring Charge. The NRC payment(s) is non-refundable.
4. MRC is a Monthly Recurring Charge.
5. MRC is based on the population served.
 - a. The Company may adjust the MRC annually based on the customer contract date and population.
6. Upgrade to i3 NG9-1-1 will be available as a service enhancement.
 - a. Requires new ICB pricing.
7. Administrative circuits are not included.
8. All prices are exclusive of applicable taxes, fees, and surcharges.



Quote Date: 7/2/2018
Quote No.: DIR666830C
Site No.: NEW

Martin County - FL

Router Service

Customer Information

Customer: DIRECT
Contact:
Phone:
E-Mail:

Vesta Solutions, Inc. Contact Information

Sales Support Specialist: Jess Danner
Phone: 951-719-2146
E-Mail: Jess.Danner@MotorolaSolutions.com

Account Rep: Chris Knights
Phone: (434) 989-0751
E-Mail: chris.knights@motorolasolutions.com

Quote Summary

| Site # | Site Name | Term | TOTAL |
|------------|---------------------------------------|-----------|---------------------|
| <u>NEW</u> | <u>Martin County FL</u> | | \$952,206.00 |
| | Total NRC (Non-Recurring Charges) | | |
| | Total MRC (Monthly Recurring Charges) | 60 | |
| | TOTAL QUOTE | 60 | \$952,206.00 |
| | GRAND TOTAL | | \$952,206.00 |

Additional Comments

Quote is valid for 120 days from the date of this quote.

Vesta Solutions, Inc., a Motorola Solutions company, (hereafter referred to as "Vesta Solutions").

Any line items listed as "Optional" in this quote are not included in the Product Totals, Product Summaries, Site Totals, Quote Summary, or the Grand Total. These items are not considered to be part of the system. The "Grand Total" on the Quote Summary page reflects the quote value. This figure includes any and all applicable charges, fees, and or discounts. Costs for actual freight will be added to your invoice. All pricing is in U.S. Dollars unless otherwise stated.

Strategic Incentives, Discounts, etc.:

Any strategic incentives, discounts, etc. that are applied to this quote are based on the purchase of all non-optional items listed within the quote. If the quote should change or if items are removed, the incentive is subject to change.

Budgetary Quotes:

Quotes marked Budgetary are nonbinding and subject to change. This quote is being provided as an estimate of approximate pricing and cannot serve as the basis for any order.

Support Renewals:

If this is a first time renewal and is subject to the agreed upon grace period, then reinstatement fees will not apply as long as the PO is received prior to the expiration of the grace period. For questions regarding your support renewal term, please contact Jennifer York at 951-719-2142.

Software Support Start and End Dates are based on active software support agreements. Dates and pricing are subject to change once existing software support agreements expire.

Implementation services

Field engineering, training and project management units are based on the scope and estimated effort as presented during the Quote preparation. Change orders would be required during a scope or responsibility change between Customer and Vesta Solutions.

Please refer to the Terms & Conditions tab for additional information related to this Quote.

Quote Date: 7/2/2018
Quote No.: DIR666830C
Site No.: NEW



Martin County FL

Router Service

Customer Information

Customer: DIRECT
Contact:
Phone:
E-Mail:

Vesta Solutions, Inc. Contact Information

Sales Support Specialist: Jess Danner
Phone: 951-719-2146
E-Mail: Jess.Danner@MotorolaSolutions.com

Account Rep: Chris Knights
Phone: (434) 989-0751
E-Mail: chris.knights@motorolasolutions.com

VESTA® Router Service - Non-Recurring Charges

| Qty. | Part No. | Description | Unit Price | U/M | Total |
|-------------------------------------|----------------|---|--------------|-----|--------------|
| 1 | TBDVESTANXTNRC | VESTA® Router Service - NRC VESTA NEXT SETUP - NRC | \$380,882.40 | EA | \$380,882.40 |
| VESTA Router Service - NRC Subtotal | | | | | \$380,882.40 |

VESTA® Router Service - Monthly Recurring Charges

| Qty. | Part No. | Description | Unit Price | U/M | Total |
|-------------------------------------|----------------|---|------------|-----|--------------|
| 60 | TBDVESTANXTMRC | VESTA® Router Service - MRC VESTA NEXT SETUP - MRC | \$9,522.06 | EA | \$571,323.60 |
| VESTA Router Service - MRC Subtotal | | | | | \$571,323.60 |

Quote Summary

| PRODUCT | TOTAL |
|--|---------------------|
| VESTA Router Non-Recurring Charges | \$380,882.40 |
| VESTA Router Monthly Recurring Charges | \$571,323.60 |
| TOTAL QUOTE | \$952,206.00 |
| GRAND TOTAL | \$952,206.00 |

Additional Comments

Quote is valid for 120 days from the date of this quote.

* Vesta Solutions, Inc., a Motorola Solutions company (hereafter referred to as Vesta Solutions), Discount/Incentive Codes are provided for Vesta Solutions internal use only. Discount/Incentive Codes do not have to be ordered on customer PO's using the codes shown and instead can be applied as a bottom line discount.

Any line items listed as "Optional" in this quote are not included in the Product Totals, Product Summaries, Site Totals, Quote Summary, or the Grand Total. These items are not considered to be part of the system. The "Grand Total" on the Quote Summary page reflects the quote value. This figure includes any and all applicable charges, fees, and or discounts. Costs for actual freight will be added to your invoice. All pricing is in U.S. Dollars unless otherwise stated.

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Software Support Start and End Dates are based on active software support agreements. Dates and pricing are subject

Martin County FL

Router Service

to change once existing software support agreements expire.

Implementation services

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Please refer to the Terms & Conditions tab for additional information related to this Quote.

Quote Date: 7/2/2018
Quote No.: DIR666830C
Site No.: NEW
Account No.: N/A



Terms & Conditions

DIRECT

1. PRODUCTS AND PRICING.

The term "Products" mean the Products listed herein and more fully described in the specification documents for such Products. The current pricing for such Products is listed in this Quote. This Quote is valid for 120 days from the Quote Date. Thereafter pricing may change.

All shipments by Vesta Solutions, Inc., a Motorola Solutions company (hereafter referred to as "Vesta Solutions"), shall be FOB point of origin, freight prepaid and add.

The pricing in this Quote does not include any applicable taxes such as sales tax, state use tax, etc.

The pricing in this Quote is in U.S. Dollars unless otherwise stated.

2. OTHER TERMS AND CONDITIONS.

Vesta Solutions' sale of Products to Buyer is subject to the terms and conditions contained in the master purchase agreement or other purchase agreement between Vesta Solutions and Buyer. In the event there is no purchase agreement in place between the parties, Vesta Solutions will provide a purchase agreement to govern the sale of Products to Buyer.

Quote Date: 7/2/2018
Quote No.: DIR666830C
Site No.: NEW
Account No.: N/A



Field Service Cancellation Policy

DIRECT

1. INTRODUCTION

This document defines the Vesta Solutions, Inc., a Motorola Solutions company (hereafter referred to as "Vesta Solutions"), policy for customer requested changes to scheduled field resources that occur with less than the required 14-day notice.

Vesta Solutions provides many types of field resources, such as Field Engineering, Training, Project Management, Systems VerificationTesting (SVT), Meridian Implementation and others ("Field Services"). There is significant demand for these Field Services, and Vesta Solutions continuously strives to ensure that our customers' field needs are met in the most efficient manner. To this end, Vesta Solutions schedules such Field Services well in advance of the intended service date.

Cancellations for scheduled Field Services with less than the required 14-day notice negatively impact resource availability and cost. Therefore, Vesta Solutions has implemented a cancellation policy to address these issues.

The Field Services Cancellation Policy will apply to any customer change request that directly or indirectly affects an existing resource schedule for Vesta Solutions Field Services. Vesta Solutions requires all schedule change requests to be submitted in writing no later than 14 days before the start of the scheduled service ("Notice Period"). Changes received less than 14 days before the start of the scheduled service are subject to a service charge.

Vesta Solutions will make every effort to accommodate change requests from our customers. However, consideration must be given to costs associated with change requests made with less than the required notice. Vesta Solutions reserves the right to determine how the customer requested schedule change for Vesta Solutions provided Field Services impacts the cost and availability of the Field Services.

Vesta Solutions Field Services are scheduled in several ways. After submitting a purchase order that includes Field Services, the customer can:

- schedule Field Services through the assigned Vesta Solutions Project Manager.
- schedule Field Services through the assigned Vesta Solutions Project Coordinator.
- schedule Field Services directly with the resource manager.
- schedule Field Services in accordance with the process identified in the project plan or associated statement of work, as applicable.

Once a Field Service has been scheduled, changes must be requested through the same channel as initially scheduled. Customers who have any questions about who they should contact to schedule Vesta Solutions Field Services or how to make changes to previously scheduled Field Services should contact Vesta Solutions at (951) 719-2100.

2. TYPES OF CHANGES

Vesta Solutions recognizes that there are many factors that drive Field Service schedule changes. The most common types of changes have been divided into three categories:

Category 1: Changes that result from non-Vesta Solutions controlled milestones and are considered a billable schedule change:

- Missed milestone delivery of configuration, material or services.
- Changes in availability of key personnel (not to include Vesta Solutions personnel).
- Customer or channel requested configuration, installation, or feature changes.

Category 2: Changes that result from non-Vesta Solutions controlled milestones and may, in Vesta Solutions's sole discretion, be considered a billable schedule change:

- Operational commitments that result in disruption of the planned schedule.
- Failure of channel provided equipment or materials during the implementation process.

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Quote No.: DIR666830C
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Field Service Cancellation Policy

DIRECT

- Acts of God (weather, disaster, etc.).

Category 3: Changes that result from Vesta Solutions, Inc.. controlled milestones and are not considered a billable schedule change:

- Missed Vesta Solutions milestone delivery of configuration, material or services.
- Changes in availability of key Vesta Solutions personnel.
- Failure of equipment or materials provided by Vesta Solutions during the implementation process.

Vesta Solutions reserves the right to determine if any Category 1 or 2 schedule change that occurs after the Notice Period for the scheduled Field Service has a cost impact on Vesta Solutions and consequently may be eligible for the applicable schedule change service fee.

3. SERVICE FEES FOR TRAINING SCHEDULE CHANGES

Vesta Solutions Factory Training

Student cancellations for classes given at one of our factory training facilities will be accepted within the Notice Period without penalty. After that time, cancellations and "no shows" are subject to a service fee not to exceed 50% of the student's class tuition. After that time, cancellations and "no shows" are subject to a service fee not to exceed 50% of the student's class tuition.

Customer Site Training

Scheduled class cancellations for classes given at the customer site will be accepted within the Notice Period without penalty. After that time, class cancellations are subject to a service fee not to exceed 50% of the total class fee. This applies to all student seats reserved for the cancelled class at the customer site.

4. SERVICE FEES FOR FIELD SERVICE SCHEDULE CHANGES (NON-TRAINING)

Customer requested changes to Field Engineering, Project Management, Systems Verification Testing, Meridian Implementation and other non-training related Field Services will be accepted within the Notice Period without penalty. Any change requests outside the Notice Period will be subject to a service fee.

A requested schedule change received after the Notice Period is subject to a service fee up to but not greater than 50% of the usual and customary Vesta Solutions labor charge for 5 days of service.

The service fee will not be considered by Vesta Solutions to be a purchase of additional resource time, and will be attributed to the project only as a schedule change service fee.

If additional resource time becomes necessary to accommodate the Vesta Solutions project deliverables, they must be purchased by the customer at the quoted Field Service rate.

5. FIELD SERVICE RESOURCE LEAD TIMES

Vesta Solutions Field Service resources shall be scheduled according to staff availability and standard lead times, which average six to eight weeks.

Only those Field Services purchased will be provided.

Special requests shall be considered on a case-by-case basis. Such requests include:

- Modifications to an existing implementation schedule.
- Shortened lead time for service requests.
- Non-standard business days or hours of operation.
- Any other factor which may contribute to unanticipated project related costs.

Unless otherwise stated, Field Services and on-site training will be performed during the normal business hours of 8:00 AM to 5:00 PM local time.