Nassau County Shared Services,
Office of Purchasing

Staff Summary A-16-2026

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2026 JUL 20 P 3:54

Subject: Radio Maintenance and Repair (S/B 28760-06195-141)	Date: June 25, 2026
Department: Department of Shared Services Office of Purchasing	Vendor Name: Motorola Solutions Inc.
Department Head Name: Melissa Gallucci	Contract Number: A-16-2026
Department Head Signature Melissa Gallucci	Contract Manager Name: Timothy Funaro, Buyer

Internal Approvals			
Date & Init.	**Approval**	**Date & Init.**	**Approval**
7/17/2026	Chief Procurement Officer	7/20/26	Budget
7/20/26	County Attorney	7/20/26	County Executive
7/20/26 Insurance			

Significant Adverse Information Identified? Yes / No **X** (If Yes, attach memo.)

Narrative

Purpose: To award and execute a blanket purchase order between the Nassau County Police Department and Motorola Solutions Inc. for Radio Maintenance and Repair

Discussion: This solicitation was advertised in The Post, the New York State Contract Reporter and posted to the Nassau County Bid Solicitation Board. Minority Affairs and CSEA were notified of this solicitation.

Vendors Viewed the solicitation 29*	**Vendors bid on this solicitation 1**
6 Woman owned business	0 Woman owned business
11 Minority (African/American)	0 Minority (African/American)
23 Small Business	0 Small Business
1 Service Disabled (Veteran) owned	0 Service Disabled (Veteran) Owned
1 Veteran Owned Business	0 Veteran Owned Business
7 None of the Above	1 None of the Above

The identified lowest responsible bidder, Motorola Solutions Inc. is not listed in any of the above categories.

Impact on Funding/Term: The Maximum amount authorized under this blanket purchase order including any renewal options that may be exercised by the Commissioner of Shared Services shall be Eight Million Dollars (8,000,000.00) from general funds PDPDH1568 DE531. Ther term of this blanket purchase order shall be for a period of one (1) year from the effective date, with the Commissioner of Shared Services option to renew up to an additional four (4) one (1) year periods and additional two (2) month period, for a total term of five (5) years and two(2) months.

Recommendation: Department of Shared Services, Office of Purchasing recommends approval of the blanket purchase order to Motorola Solutions Inc.

- **Some vendors listed themselves in multiple categories.**

COUNTY OF NASSAU

INTER – DEPARTMENTAL MEMO

A-16-2026

TO: CLERK OF THE COUNTY LEGISLATURE

FROM: MELISSA GALLUCCI - COMMISSIONER OF SHARED SERVICES

DATE: June 25, 2026

SUBJECT: RESOLUTION – NASSAU COUNTY POLICE DEPARTMENT

THIS RESOLUTION IS RECOMMENDED BY THE COMMISSIONER OF SHARED SERVICES TO AUTHORIZE AN AWARD AND TO EXECUTE A BLANKET PURCHASE ORDER IN THE AMOUNT OF EIGHT MILLION DOLLARS ($8,000,000.00) ON BEHALF OF THE NASSAU COUNTY POLICE DEPARTMENT TO MOTOROLA SOLUTIONS INC. FOR RADIO MAINTENANCE AND REPAIR.

THE ABOVE DESCRIBED RESOLUTION AND SUPPORTING DOCUMENTATION ATTACHED HERETO IS FORWARDED FOR YOUR REVIEW, APPROVAL, AND SUBSEQUENT TRANSMITTAL TO THE RULES COMMITTEE FOR INCLUSION IN ITS AGENDA.

Melissa Gallucci

MELISSA GALLUCCI
COMMISSIONER OF SHARED SERVICES

MS: br
ENCL:
(1) STAFF SUMMARY
(2) DISCLOSURE STATEMENT
(3) RESOLUTION
(4) BID SUMMARY
(5) BID PROPOSAL
(6) CERTIFICATE OF LIABILITY INSURANCE
(7) RECOMMENDATION OF AWARD
(8) POLITICAL CONTRIBUTION FORM

NASSAU COUNTY · STATE OF NEW YORK

RULES RESOLUTION

A RESOLUTION AUTHORIZING THE COMMISSIONER OF SHARED SERVICES TO AWARD AND EXECUTE A BLANKET PURCHASE ORDER BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY POLICE DEPARTMENT AND MOTOROLA SOLUTIONS INC.

WHEREAS, the NASSAU COUNTY DEPARTMENT OF SHARED SERVICES, OFFICE OF PURCHASING has received competitive bids under sealed bid solicitation # 28760-06195-141 for radio maintenance and repair for the Nassau County Police Department as more particularly described in the bid document; and

WHEREAS, the Commissioner of Shared Services is representing to the Rules Committee that Motorola Solutions Inc. meets all specifications for the product and/or services described in the said bid document as determined by the Commissioner of Shared Services.

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the Commissioner of Shared Services to award and execute the said Blanket Purchase Order with Motorola Solutions Inc.

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES [ ] NO [X] If yes, to what campaign committee?

Electronically signed and certified at the date and time indicated by:
Matt Tannenbaum [MATT.TANNENBAUM@MOTOROLASOLUTIONS.COM]

Dated: 05/12/2026 10:22:36 am

Vendor: Motorola Solutions Inc

Title: AE

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 11/17/2025

1) Proposer's Legal Name: Motorola Solutions INC

2) Address of Place of Business: 123 Tice BLVD, Suite 202

City: woodcliff lake State/Province/Territory: NJ Zip/Postal Code: 07677

Country: US

3) Mailing Address (if different): 123 Tice BLVD

City: woodcliff lake State/Province/Territory: NJ Zip/Postal Code: 07677

Country: US

Phone: (212) 629-1794

Does the business own or rent its facilities? Both If other, please provide details:

4) Dun and Bradstreet number: 00-132-5463

5) Federal I.D. Number: 36-1115800

6) The proposer is a: Corporation (Describe)

7) Does this business share office space, staff, or equipment expenses with any other business?
YES [ ] NO [X] If yes, please provide details:

8) Does this business control one or more other businesses?
YES [ ] NO [X] If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES [ ] NO [X] If yes, please provide details:

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES [ ] NO [X] If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt?
YES [ ] NO [X] If yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17 Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflicts exist

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflicts exist

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflicts exist

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

Motorola Solution's Inc's employees are accountable for compliance with Motorola's Code of Business Conduct, which includes a conflict of intrest section available upon request.

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?
YES [X] NO [ ]

Is the proposer an individual?

YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

01/04/2011

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

See 10-K

iii) Name, address and position of all officers and directors of the company. If none, explain.

iv) State of incorporation (if applicable);

DE

v) The number of employees in the firm;

21000

vi) Annual revenue of firm;

10000000000

vii) Summary of relevant accomplishments

See 10-k

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

14

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

see 10-k

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company	New Jersey State Police		
Contact Person	Daniel Elliott		
Address	1040 River Rd		
City	Ewing Township, NJ 08628	State/Province/Territory	NJ
Country	US		
Telephone	(609) 358-1433		
Fax #			
E-Mail Address	Daniel.Elliott@njsp.org		

Company	New York State Police		
Contact Person	Peter Komarnicki		
Address	1220 WASHINGTON AVE BLDG 5 5TH FLOOR		
City	Albany, NY 12226	State/Province/Territory	NY

Country	US
Telephone	(518) 810-1675
Fax #	
E-Mail Address	Peter.Komarnicki@troopers.ny.gov

Company	Burlington County		
Contact Person	John Kafka		
Address	53 Academy Dr		
City	Westampton Township, NJ 08060	State/Province/Territory	NJ
Country	US		
Telephone	(609) 518-7762		
Fax #			
E-Mail Address	jkafka@co.burlington.nj.us		

I, Matthew Tannenbaum , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Matthew Tannenbaum , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of submitting business: Motorola Solutions INC

Electronically signed and certified at the date and time indicated by:
Matthew Tannenbaum MATT.TANNENBAUM@MOTOROLASOLUTIONS.COM

AE
Title

05/08/2026
Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Matt Tannenbaum
Date of birth: 01/08/1974
Home address: 97 Crystal Hill Dr
City: Pomona State/Province/Territory: NY Zip/Postal Code: 10970
Country: US

Business Address: 123 Tice BLVD, Suite 202
City: woodcliff lake State/Province/Territory: NJ Zip/Postal Code: 07677
Country US
Telephone: 2126291794

Other present address(es):
City: Pomona State/Province/Territory: NY Zip/Postal Code: 10970
Country: US
Telephone: 2126291794

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

Type Other
Description Account Rep
Start Date 07/01/2013

3. Do you have an equity interest in the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

 Rev. 3-2016

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

- Frontline Sales------Sold this company in 2011
- Lightbars.com LLC------Sold this company in 2011
- MTA Technologies------Consulting company currently inactive
- Capitol Sales & Marketing Group, Inc------Sold this company in 2011
- Lightbars, Inc------Consulting company currently active

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such

business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Matthew Tannenbaum, hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Matthew Tannenbaum, hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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Motorola Solutions INC

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Matthew Tannenbaum MATT.TANNENBAUM@MOTOROLASOLUTIONS.COM

AE

Title

05/08/2026 01:26:41 pm

Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Roy Kirchner
Date of birth: 08/22/1972
Home address: 124 New Brunswick Ave
City: Lavallette State/Province/Territory: NJ Zip/Postal Code: 08735
Country: US

Business Address: 123 Tice Blvd
City: Woodcliff Lake State/Province/Territory: NJ Zip/Postal Code: 07677
Country US
Telephone: 7326744899

Other present address(es):
City: Lavallette State/Province/Territory: NJ Zip/Postal Code: 08735
Country: US
Telephone: 7326744899

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President	07/01/2016		
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

a. Been debarred by any government agency from entering into contracts with that agency?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, LeRoy Kirchner , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, LeRoy Kirchner , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Motorola Solutions

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Roy Kirchner ROYKIRCHNER@MOTOROLASOLUTIONS.COM

Vice President

Title

05/08/2026 01:25:55 pm

Date

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Motorola Solutions Inc

Address: 123 Tice BLVD, Suite 202

City: woodcliff lake State/Province/Territory: NJ Zip/Postal Code: 07677

Country: US

2. Entity's Vendor Identification Number: 36-1115800

3. Type of Business: Public Corp (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

2 File(s) uploaded: 2026 BOD.jpg, 2026 Exec Committe.jpg

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

Public Company, 10-K uploaded to portal already for 2026

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

Please refer to website for complete worldwide list

https://www.motorolasolutions.com/en_xu/about/subsidiaries.html

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements.

The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?
YES [ ] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:
Matt Tannenbaum [MATT.TANNENBAUM@MOTOROLASOLUTIONS.COM]

Dated: 05/12/2026 10:35:30 am

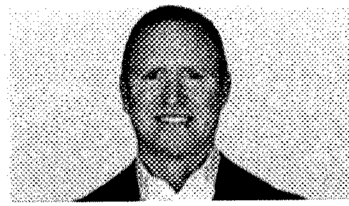
Title: AE

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

EXECUTIVE COMMITTEE BOARD OF DIRECTORS

Greg Brown

Chairman and Chief Executive Officer

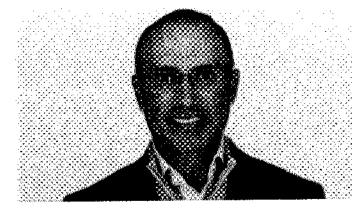


Jack Molloy

Executive Vice President and Chief Operating Officer

Kathi Moore

Senior Vice President, Human Resources

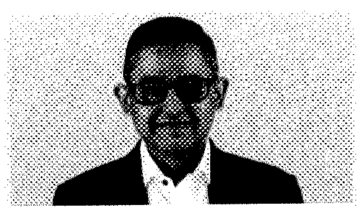


Rajan Naik

Senior Vice President, Strategy & Ventures

Jim Niewiara

Senior Vice President, General Counsel



Mahesh Saptharishi

Executive Vice President and Chief Technology Officer

Jason J. Winkler

Executive Vice President and Chief Financial Officer

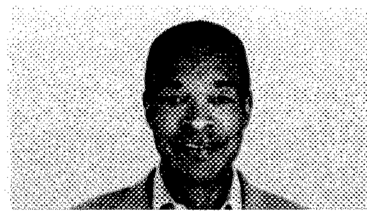
Cynthia Yazdi

Senior Vice President, Chief of Staff to the Chairman and CEO

EXECUTIVE COMMITTEE BOARD OF DIRECTORS

Gregory Q. Brown

Chairman and Chief Executive Officer, Motorola Solutions, Inc.

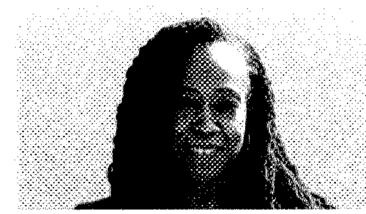


Kenneth D. Denman

Lead Independent Director of the Board, Motorola Solutions, Inc. and Managing Director, Sway Ventures

Nicole Anasenes

Former Chief Financial Officer and Senior Vice President, Finance, ANSYS

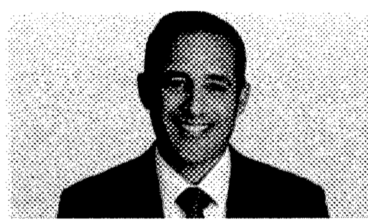


Dr. Ayanna Howard

Dean of the College of Engineering, The Ohio State University

Mark Lashier

Chairman and Chief Executive Officer, Phillips 66

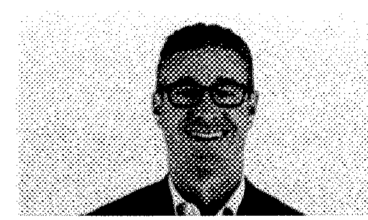


Peter Leav

Senior Advisor, TPG Inc.

Elizabeth Mann

Executive Vice President and Chief Financial Officer of Verisk



Gregory K. Mondre

Co-CEO and Managing Partner, Silver Lake

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-K

☒ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the fiscal year ended December 31, 2025
or

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from to
Commission File number 1-7221

MOTOROLA SOLUTIONS, INC.

(Exact name of registrant as specified in its charter)

Delaware	**36-1115800**
(State of Incorporation)	(I.R.S. Employer Identification No.)

500 W. Monroe Street, Chicago, Illinois 60661
(Address of principal executive offices, zip code)
(847) 576-5000
Registrant's telephone number, including area code:

Securities registered pursuant to Section 12(b) of the Act:

Title of Each Class			Trading Symbol(s)	Name of Each Exchange on Which Registerec
Common Stock	$0.01	Par Value	MSI	New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☒ No ☐

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934. Yes ☐ No ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer", "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☒	Accelerated filer ☐	Non-accelerated filer ☐	Smaller reporting company ☐	Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. ☒

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements. ☐

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to § 240.10D-1(b). ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

The aggregate market value of voting and non-voting common equity held by non-affiliates of the registrant as of June 27, 2025 (the last business day of the registrant's most recently completed second quarter) was approximately $61.0 billion.

The number of shares of the registrant's Common Stock, $.01 par value per share, outstanding as of February 6, 2026 was 165,658,912.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the registrant's definitive Proxy Statement to be delivered to stockholders in connection with its 2026 Annual Meeting of Shareholders (the "Proxy Statement"), to be filed within 120 days of the end of the fiscal year ended December 31, 2025, are incorporated by reference into Part III of this Annual Report on Form 10-K (this "Form 10-K").

TABLE OF CONTENTS

Throughout this Form 10-K we "incorporate by reference" certain information in parts of other documents filed with the Securities and Exchange Commission (the "SEC"). The SEC allows us to disclose important information by referring to it in that manner. Please refer to such information.

"Motorola Solutions" (which may be referred to as the "Company," "we," "us," or "our") means Motorola Solutions, Inc. or Motorola Solutions, Inc. and its subsidiaries, or one of our segments, as the context requires. MOTOROLA, MOTO, MOTOROLA SOLUTIONS and the Stylized M Logo, as well as iDEN are trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license.

Forward-Looking Statements

Statements in this Form 10-K which are not historical in nature are forward-looking statements within the meaning of applicable federal securities law. These statements are made pursuant to the safe harbor provisions of the Private Securities Litigation Reform Act of 1995 and generally include words such as "believes," "expects," "intends," "aims," "estimates" and similar expressions. We can give no assurance that any future results or events discussed in these statements will be achieved. Any forward-looking statements represent our views only as of today and should not be relied upon as representing our views as of any subsequent date. Readers are cautioned that such forward-looking statements are subject to a variety of risks and uncertainties that could cause our actual results to differ materially from the statements contained in this Form 10-K. Some of these risks and uncertainties include, but are not limited to, those discussed in "Part I. Item 1A. Risk Factors" of this Form 10-K and those described elsewhere in this Form 10-K or in our other SEC filings. Forward-looking statements include, but are not limited to, statements under the following headings: (1) "Business," about: (a) industry growth and demand, including opportunities resulting from such growth, (b) demand for, growth related to, and benefits of, new products, (c) customer spending and behavior and requests for vendor financing, (d) the impact of our strategy and focus areas, (e) the impact from the loss of key customers, (f) our practice of subcontracting work to other companies to fulfill customer needs, (g) the impact of existing and future regulatory matters on our business, (h) the firmness of each segment's backlog and recognizing backlog as revenue, (i) the competitiveness of the patent portfolio, and (j) the availability and costs of materials and components and the impact of such availability and costs; (2) "Risk Factors," about potential impacts of the risks we face; (3) "Cybersecurity," about potential impacts of risks from cybersecurity threats; (4) "Legal Proceedings," about the ultimate disposition of pending legal matters and timing; (5) "Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities," about the potential return of capital to our shareholders through dividend payments; (6) "Management's Discussion and Analysis of Financial Condition and Results of Operations," about: (a) the impact of changes in the global trade environment (including tariffs), geopolitical events and volatility in the global supply chain on our business, and our actions in response thereto, (b) the impact of the "One Big Beautiful Bill Act" on our business and federal government customers, (c) the impact of acquisitions and other investments on our business, (d) market growth, demand, spending and resulting opportunities, (e) industry growth and demand, including opportunities resulting from such growth, (f) growth related to, and benefits of, new products, (g) the growth of sales opportunities in our Products and Systems Integration and Software and Services segments, (h) the return of capital to shareholders through dividends and/or repurchasing shares, (i) the impact and success of our business strategy and portfolio, (j) future payments, charges, and use of accruals associated with our reorganization of business programs and employee separation costs, (k) our ability and cost to repatriate funds, (l) the liquidity of our investments, (m) our ability and cost to access the capital markets, (n) our ability to borrow and the amount available under our credit facilities, (o) adequacy of internal resources to fund expected working capital, capital expenditure and cash requirements, (p) future cash flows generated from operations, and future uses of such cash, (q) expected payments pursuant to commitments under agreements and other obligations in the short-term and long-term, (r) the ability to meet minimum purchase obligations, (s) the impact of contractual damage claims exceeding the underlying contract value, (t) our ability to sell accounts receivable and the terms and amounts of such sales, (u) the outcome and effect of ongoing and future legal proceedings, and (v) requests for vendor financing; and (7) "Quantitative and Qualitative Disclosures about Market Risk," about: (a) the impact of foreign currency risk, and (b) future hedging activity and expectations of the Company.

PART I

Item 1: Business

Overview | Solving for safer

Motorola Solutions is a global leader in mission-critical safety and security technologies for public safety, government, including defense, and enterprise customers. Our business is focused on safety and security, driven by our commitment to help create safer communities, safer schools, safer hospitals, safer businesses, and ultimately, safer nations. Grounded in nearly 100 years of close customer and community collaboration, we design and advance technology for more than 100,000 customers in over 100 countries with the goal of making everywhere safer for all.

Our ecosystem of safety and security technologies includes Mission Critical Networks ("MCN"), Video Security and Access Control ("Video") and Command Center. Our strategy is to generate value through our technologies that help meet the changing needs of our customers around the world in protecting people, property and places. While each technology individually strives to make users safer and more productive, we believe we can enable better outcomes for our customers by uniting these technologies as a comprehensive integrated safety and security system. Our goal is to help dismantle silos and barriers between people and systems, so that data unifies, information flows, operations run and collaboration improves to help strengthen safety and security everywhere.

We support public safety and defense agencies in their mission to protect communities and countries. We additionally serve our growing base of enterprise customers, including schools, hospitals, businesses and stadiums, as the criticality of safety and security becomes increasingly important. Across these diverse sectors, our technologies facilitate the connection between those in need and those who can help, enabling the collaboration that is critical for a more proactive approach to safety and security.

This collaboration is clearly illustrated in a school setting: When a teacher presses a panic button, our technologies can automatically notify local law enforcement, trigger a lockdown to secure all entries, share live video feeds with first responders and send mass notifications to key stakeholders. This integrated workflow helps schools to detect, respond to and resolve safety and security threats faster and more effectively.

We are incorporated under the laws of the State of Delaware as the successor to an Illinois corporation, Motorola, Inc., organized in 1928. We changed our name from Motorola, Inc. to Motorola Solutions, Inc. on January 4, 2011. Our principal executive offices are located at 500 W. Monroe St., Chicago, Illinois 60661.

Business Organization

We manage our business through two segments: “Products and Systems Integration” and “Software and Services.” Within these segments, we report net sales across three principal product lines:

- MCN: Infrastructure, mobile ad-hoc network ("MANET") technology, devices (two-way radio and broadband, including both for public safety and professional and commercial radio ("PCR")), software and AI-powered capabilities. MCN includes installation and integration, backed by managed and support services, to help assure mission-critical communications availability, security and resiliency;
- Video: Cameras (fixed, body-worn, in-vehicle), access control, sensors, infrastructure, video management, video monitoring, software and AI-powered analytics that enable visibility of events and focus attention on what's important, to inform faster and more accurate decisions and actions; and
- Command Center: Command center solutions, software applications and AI-powered capabilities, that unify voice and data from public safety agencies, enterprises and the community, enabling a broad informational view of operations and incidents while helping to accelerate workflows and improve the accuracy, speed and trust of decisions.

Following the acquisition of Silvus Technologies Holdings Inc. (“Silvus”) in August 2025, we renamed our "Land Mobile Radio Communications" technology to "Mission Critical Networks." We combined our legacy Land Mobile Radio portfolio with the newly acquired Silvus and now report net sales under MCN. This name change does not require any financial information to be reclassified from previous periods.

We have invested across these three technologies organically and through acquisitions to evolve our land mobile radio ("LMR") focus and expand our ecosystem of safety and security products and services. Across all three technologies, we offer artificial intelligence ("AI")-powered capabilities and software solutions, services such as cybersecurity subscription services and managed and support services.

The principal products within each segment, by technology, are described below:

Products and Systems Integration Segment

In 2025, the segment's net sales were $7.3 billion, representing 62% of our consolidated net sales.

MCN

Our MCN technology includes infrastructure and devices for LMR, MANET, as well as devices for public safety Long Term Evolution ("LTE") and public carrier LTE. Our technology enables voice and multimedia collaborations across two-way radio, Wi-Fi and public and private broadband networks. We are a global leader in the two-way radio category, including Project 25 (P25), Terrestrial Trunked Radio (TETRA) and Digital Mobile Radio (DMR), as well as other PCR solutions. We also deliver LTE solutions for public safety, government, including defense, and enterprise users with our portfolio of devices operating in both low-band and mid-band frequencies. Additionally, through our MANET and High Frequency (HF) and Very High Frequency (VHF) communications technologies, we support defense, government and disaster relief agency customers that require dynamic, mobile and tactical point-to-point voice and data communications in remote or contested environments without the need for fixed infrastructure.

We believe that public safety, government agencies, including defense, and enterprises continue to trust mission-critical communications systems and devices because they are purpose-built and designed for reliability, availability, security and resiliency to help keep people connected even during the most challenging conditions.

By extending our two-way radios with broadband data capabilities, we strive to provide our customers with greater functionality and multimedia access to the information and data they need in their workflows. Examples include application services such as GPS location to better protect lone workers, job dispatch to assign work orders and over-the-air programming to optimize device uptime. Our view is that complementary data applications such as these enable our customers to work more efficiently and safely, while maintaining their mission-critical voice communications to remain connected and working in collaboration with others.

Primary sources of revenue for this technology come from selling devices and building communications systems, including the installation and integration of our infrastructure equipment within our customers' operations. The MCN technology within the Products and Systems Integration segment represented 84% of the net sales of the total segment in 2025.

Video

Our Video technology includes video management infrastructure, AI-powered security cameras, including fixed and certain mobile video equipment, as well as on-premises and cloud-based access control solutions. We deploy video security and access control solutions to thousands of government, public safety and enterprise customers around the world, including schools, transportation systems, healthcare centers, public venues, commercial real estate, utilities, prisons, factories, casinos, airports, financial institutions, government facilities, state and local law enforcement agencies and retailers.

Organizations utilize video security and access control to verify critical events or incidents in real time and to provide evidentiary data to investigate an event after it occurs. Our view is that government and public safety customers are increasingly turning to video security technologies to increase visibility, accountability and safety for communities and first responders alike.

The Video technology within the Products and Systems Integration segment represented 16% of the net sales of the total segment in 2025.

Software and Services Segment

In 2025, the segment's net sales were $4.4 billion, representing 38% of our consolidated net sales.

MCN

MCN services include support and managed services, which offer a broad continuum of support for our customers. Support services include repair and replacement, technical support and preventative maintenance, and more advanced offerings such as system monitoring, software updates and cybersecurity services. Managed services range from partial to full operational support of customer-owned or Motorola Solutions-owned communications systems. Our customers' systems often have multi-year or multi-decade lifespans that help drive demand for software upgrades, as well as additional services to monitor, manage, maintain and secure these complex networks and solutions. We strive to deliver services to our customers that help improve performance across their systems, devices and applications for greater safety and productivity.

Given the mission-critical nature of our customers' operational environments, we aim to design the mission-critical networks they rely on for reliability, availability, security and resiliency. We have a comprehensive approach to system upgrades that addresses hardware, software and implementation services. As new system releases and data security updates become available, we work with our customers to upgrade software, hardware, or both. This may include site controllers, comparators, routers, LAN switches, servers, dispatch consoles, logging equipment, network management terminals, network security devices such as firewalls and intrusion detection sensors, on-site or remotely.

The MCN technology within the Software and Services segment represented 58% of the net sales of the total segment in 2025.

Video

Video software includes video network management and access control software, decision management and digital evidence management software, certain mobile video equipment and advanced vehicle location data analysis software, including license plate recognition, site protection, mailroom and visitor management software. Our software is designed to complement video hardware systems, providing end-to-end video security to help keep people, property and places safe.

Our video software integrates AI-powered analytics to deliver operational insights to our customers by bringing attention to important events within their video footage. Given the growing volume of video content, we believe that AI-powered analytics are critical to delivering meaningful, action-oriented insights. Our view is that these insights can help to proactively detect an important event in real time as well as reactively search video content to investigate an important event that occurred in the past. For example, AI-powered analytics can highlight a person at a facility out of hours (unusual activity), locate a missing child at a theme park (appearance search), automate video verification workflows for building access (site protection), flag a vehicle of interest at a school (license plate recognition), send an alert if doors to a restricted area are propped open at a hospital (access control), trigger a school's customized lockdown plan while simultaneously alerting first responders and sharing the school's video footage (decision management) or redact people and objects in video evidence for investigations (digital evidence management).

Our cloud technologies can offer organizations the ability to access, search and manage their video security, intrusion, access control, and mailroom and visitor management systems from a centralized dashboard, accessible on remote devices such as smartphones and laptops via web browser or mobile app. Additionally, our on-premises fixed video systems can be connected to the cloud, enabling our customers to securely access and manage video across their sites from a remote or central monitoring location. We believe that governments, public safety agencies and enterprises are increasingly turning to scalable, cloud-based multi-factor authentication access control to make their facilities more secure.

Our Video services include our "hardware-as-a-subscription" offerings for law enforcement, simplifying procurement by offering cameras in a predictable subscription. Our body cameras can be paired with either on-premises or cloud-based digital evidence management software and complementary command center products. Our cloud solutions are also sold as-a-service, available from single-year to multi-year hosted services, supporting our customers with upgrades and software enhancements to help ensure system performance and technological advancement. We also provide central monitoring services for customers who prefer a turnkey offering.

The Video technology within the Software and Services segment represented 21% of the net sales of the total segment in 2025.

Command Center

Our Command Center portfolio offers cloud-native, on-premises and hybrid software solutions that support the entire public safety workflow, from the initial 911 call through case closure. Our portfolio includes software applications and AI-powered capabilities that unify voice and data from public safety agencies, enterprises and the community, enabling a broad informational view of operations and incidents while helping to accelerate workflows and improve the accuracy, speed and trust of decisions. Our software serves call takers, dispatchers, first responders, intelligence analysts, records and evidence specialists, detectives, crime analysts, and corrections officers.

Command Center also includes interoperability solutions, ensuring communication across LMR and broadband networks, enabling critical connectivity solutions for both public safety and enterprise customers. We provide flexibility with both cloud-native applications for the command center and devices, as well as cloud features that augment existing on-premises applications, allowing customers to optimize technology investments and adopt a hybrid approach.

The Command Center technology within the Software and Services segment represented 21% of the net sales of the total segment in 2025.

Our Customers and Contracts

We serve government agencies, including defense, state and local public safety agencies, as well as enterprise customers, including schools, hospitals, businesses and stadiums. Our customer base is fragmented and widespread when considering the many levels of government, public safety agency and private sector decision-makers that procure and use our products and services. Serving this global customer base spanning federal, state, county, province, territory, municipal and departmental independent bodies, along with our enterprise and industrial customers, requires a significant go-to-market investment.

Our sales model includes both direct sales by our in-house sales force, which tends to focus on our largest accounts, and sales through our channel partner program. Our trained channel partners include independent dealers, distributors and software vendors around the world. The dealers and distributors each have their own sales organizations that complement and extend the reach of our sales force. The independent software vendors offer customized applications that meet the specific needs of the customers we serve.

Our largest customer is the U.S. government (through multiple contracts with its various branches and agencies, including the armed services), representing approximately 8% of our consolidated net sales in 2025. The loss of this customer could have a material adverse effect on our revenue and earnings over several quarters as many of our contracts with the U.S. government are long-term in nature. All contracts with the U.S. government, and certain other government agencies within the U.S., are subject to cancellation at the customer's convenience. For a discussion of risks related to these contracts and customer relationships, please refer to "Part I. Item 1A. Risk Factors" in this Form 10-K.

Payment terms with our customers vary worldwide. Generally, contractual payment terms range from 30 to 45 days from the invoice date within North America and typically do not exceed 90 days from the invoice date in regions outside North America. A portion of our contracts include implementation milestones, such as delivery, installation and system acceptance, which generally take six months to two years to complete. Invoicing the customer is typically dependent on completion of the milestones. We generally do not grant extended payment terms. As required for competitive reasons, we may provide long-term financing in connection with equipment purchases. Financing may cover all or a portion of the purchase price. Refer to "Part I. Item 1A. Risk Factors" in this Form 10-K for a discussion of risks related to requests by customers to provide vendor financing.

Generally, our contracts do not include a right of return, other than for standard warranty provisions. Due to customer purchasing patterns and the cyclical nature of the markets we serve, our sales historically have tended to be somewhat higher in the second half of the year, with the fourth quarter being the highest.

Competition

We operate in highly competitive markets that are sensitive to technological advances. Competitive factors in these markets include product quality and reliability, technological capabilities, cost-effectiveness and industry experience. In operating in these competitive markets, we have broadened how we work with our customers, expanding from our LMR focus to include an integrated suite of physical security solutions via our Video and Command Center capabilities, complemented by our MANET solutions. The interplay of technologies, guided by our deep knowledge of public safety, government, including defense, and enterprise workflows, delivers customers one connected system to unify their critical communications, video security, access control, data, and analytics streams.

We experience widespread competition from a growing number of existing and new competitors.

Our major competitors within our MCN, Video and Command Center technologies include the following companies:

Technology	Competitor
MCN	Airbus, BK Technologies, DTC, Doodle Labs, Hytera, iCOM, JVCKenwood Corporation, L3Harris Technologies, Persistent Systems, RCA, Samsung, Sepura, Tait, TrellisWare Technologies, Zebra
Video	Axis Communications, Axon Enterprise, Bosch, Brivo, Dahua Technology Company, Eagle Eye Networks, ECAM, Flock, Genetec, Hanwha Group, Hikvision, Honeywell, Johnson Controls, Milestone Systems, NetWatch, Pro-Vigil, Rhombus, Verkada
Command Center	AlertMedia, AT&T, Axon Enterprise, Carbyne, CentralSquare Technologies, Comtech Telecommunications, Everbridge, Hexagon, Intrado, Mark43, Crisis24, Oracle Public Safety, RapidSOS, Tyler Technologies, Versaterm

Other Information

Backlog

Our backlog includes orders that have been received and are believed to be firm. As of December 31, 2025 and December 31, 2024, our backlog was as follows:

	December 31	
(In millions)	**2025**	2024
Products and Systems Integration	$ 3,812	$ 4,135
Software and Services	11,930	10,562
	$ 15,742	$ 14,697

Approximately $4.8 billion of backlog is expected to be recognized as revenue during 2026. The firmness of such orders is subject to future events that may cause the amount recognized to change.

Recent Acquisitions

Segment	Technology	Acquisition	Description	Purchase Price	Date of Acquisition
Software and Services	Video Security and Access Control	Blue Eye	Provider of AI-powered enterprise remote video monitoring ("RVM") services.	$79 million and share-based compensation of $1 million	November 18, 2025
Products and Systems Integration & Software and Services	Mission Critical Networks	Silvus Technologies	Designer and developer of software-defined high-speed MANET technology.	$4.4 billion and share-based compensation of $20 million	August 6, 2025
Software and Services	Command Center	Theatro	Creator of AI and voice-powered communication and digital workflow software for frontline workers.	$174 million and share-based compensation of $5 million	March 6, 2025
Software and Services	Command Center	RapidDeploy	Provider of cloud-native 911 solutions.	$240 million and share-based compensation of $6 million	February 21, 2025
Software and Services	Command Center	3tc Software	Provider of control room software solutions.	$23 million and share-based compensation of $4 million	October 29, 2024
Software and Services	Command Center	Noggin	Provider of cloud-based business continuity planning, operational resilience and critical event management software.	$92 million and share-based compensation of $19 million	July 1, 2024
Software and Services	Video Security and Access Control	Unnamed vehicle location and management solutions business	Provider of vehicle location and management solutions.	$132 million and share-based compensation of $3 million	July 1, 2024
Products and Systems Integration	Video Security and Access Control	Silent Sentinel	Provider of specialized, long-range cameras.	$37 million	February 13, 2024
Products and Systems Integration	Video Security and Access Control	IPVideo	Creator of a multifunctional safety and security device.	$170 million and share-based compensation of $5 million	December 15, 2023

Research and Development

We prioritize investments in research and development ("R&D") to expand and improve our products through both new product introductions and continuous enhancements to our core products. Our R&D programs are focused on the development of MCN, Video and Command Center.

R&D expenditures were $970 million in 2025, $917 million in 2024 and $858 million in 2023. As of December 31, 2025, we had approximately 40% of our employees engaged in R&D and engineering globally, with principal facilities in the United States, Poland and Malaysia. In addition, we engage in R&D activities with joint development and manufacturing partners and outsource certain activities to engineering firms to further supplement our internal spend.

Intellectual Property Matters

Patent protection is an important aspect of our operations. We have a portfolio of U.S. and foreign utility and design patents relating to our products, systems and technologies, including developments in radio frequency technology and circuits, wireless network technologies, drone technologies, over-the-air protocols, mission-critical communications, software and services, video security and access control, and next-generation enterprise and public safety. Each year, we also file new patent applications with the U.S. Patent and Trademark Office and foreign patent offices.

We license some of our patents to third parties, but licensing is not a significant source of revenue for our business. We are also licensed to use certain patents owned by others. Royalty and licensing fees vary from year to year and are subject to the terms of the agreements and sales volumes of the products subject to the license. Motorola Solutions has a royalty-free license under all of the patents and patent applications assigned to Motorola Mobility at the time of the separation of the two businesses in 2011.

We actively participate in the development of standards for interoperable systems. Our patents are used in standards in which our products and services are based. We offer standards-based licenses to those patents on fair, reasonable and non-discriminatory terms.

We believe that our patent portfolio will continue to provide us with a competitive advantage in our core product areas and provide leverage in the development of future technologies. While we are not dependent on a single patent or even a few patents, we do have patents that protect features and functionality of our products and services. While these patents are important, our success also depends upon our extensive know-how, innovative culture, technological leadership and distribution channels. We do not rely solely on patents or other intellectual property rights to protect or establish our market position; however, we will enforce our intellectual property rights when necessary to protect our innovation, or in some cases where attempts to negotiate mutually agreeable licenses are not successful.

We seek to obtain patents, copyright registrations and trademark registrations to protect our proprietary positions whenever possible and wherever practical. As of December 31, 2025, we owned approximately 6,630 granted patents in the U.S. and foreign countries and had approximately 690 U.S. and foreign patent applications pending. Foreign patents and patent applications are mostly counterparts of our U.S. patents. During 2025, we were granted approximately 295 patents in the U.S. and in foreign countries.

We no longer own certain logos and other trademarks, trade names and service marks, including MOTOROLA, MOTO, MOTOROLA SOLUTIONS and the Stylized M logo and all derivatives thereof ("Motorola Marks") and, since 2010, we have licensed the Motorola Marks from Motorola Trademark Holdings, LLC. which is currently owned by Motorola Mobility. For a description of the risks we face related to intellectual property, refer to "Part I. Item 1A. Risk Factors" of this Form 10-K.

Inventory and Raw Materials

Our practice is to carry inventory levels to meet customers' delivery requirements. We provide custom products that require the stocking of inventories and a large variety of piece parts and replacement parts in order to meet delivery and warranty requirements. To the extent supplier product life cycles are shorter than ours, stocking of lifetime-buy inventories may be required to meet long-term warranty and contractual requirements. In addition, replacement parts are stocked for delivery on customer demand within a short delivery cycle.

We currently procure certain materials and components, inclusive of memory, from single-source vendors. A material disruption from a single-source vendor may have a material adverse impact on our results of operations. If certain single-source suppliers were to become capacity-constrained or insolvent, it could result in a reduction or interruption in supplies or an increase in the price of supplies and adversely impact our financial results. In addition, we import products, materials and components that are subject to import duties, and various trade actions affecting these imported products could have a negative impact on our results of operations. In 2025, the U.S. initiated a series of trade actions that imposed new tariffs and increased existing tariffs on goods imported from various countries, contributing to higher import duties applicable to us in 2025.

We engage with global contract manufacturers who manufacture the majority of our products across a diverse network of manufacturing locations worldwide, including facilities for our products in Mexico and Malaysia. We also manufacture, assemble, customize, stage and integrate products in the U.S.

Labor is generally available in reasonable proximity to our manufacturing facilities and the manufacturing facilities of our largest outsourced manufacturing suppliers. As needed, we may subcontract work to other companies to fulfill customer needs in geographical areas where we do not have coverage or for additional services we do not provide.

Natural gas, electricity and, to a lesser extent, oil are the primary sources of energy for our manufacturing operations. In addition, rare earth minerals and other commodities are used in our manufacturing operations. Each of these resources is currently in adequate supply for our operations. Increases in the cost of commodities used in our manufacturing operations and any difficulty in obtaining any of the aforementioned resources could negatively affect our financial results.

For a description of risks related to our supply chain, our utilization of third parties to manufacture our products, and our use of the services of subcontractors, refer to "Part 1. Item 1A. Risk Factors: of this Form 10-K.

Government Regulations

Environment, Worker Health and Safety

Some of our operations, both ongoing and discontinued, are regulated under various federal, state, local and international laws governing the environment and worker health and safety, including those governing the discharge of pollutants into the ground, air and water, the management and disposal of hazardous substances and wastes, and the cleanup of contaminated sites, as well as relating to the protection of the environment. Certain products of ours are subject to various federal, state, local and international laws governing chemical substances in products.

Certain aspects of our operations and supply chain have become, and are expected to become, increasingly subject to federal, state, local and international laws, regulations and international treaties and industry standards relating to environmental and social impacts, risks and opportunities. For example, in the European Union (the "EU"), the EU Corporate Sustainability Reporting Directive, EU Corporate Sustainability Due Diligence Directive and EU taxonomy initiatives will introduce, in staggered timelines, additional due diligence and disclosure requirements addressing sustainability that will apply to us in the coming years.

Radio Spectrum Regulations

Radio spectrum is required to provide wireless voice, data and video communications services. The allocation of frequencies is regulated in the U.S. and other countries and limited spectrum is allocated to wireless services, including enterprise, public safety and government users. We manufacture and market products and provide services in spectrum bands already allocated by regulatory bodies. These include voice and data infrastructure, mobile radios and portable or hand-held devices. Consequently, our results could be negatively affected by the rules and regulations adopted by regulatory agencies. Our products operate both on licensed and unlicensed spectrum. The availability of additional radio spectrum may provide new business opportunities. Conversely, the loss of available radio spectrum may result in the loss of business opportunities. Regulatory changes in current spectrum bands (e.g., the sharing of previously dedicated or other spectrum) may require modifications to some of our products so they can continue to be manufactured and marketed. Based on growing demands for broadband, regulators continue to consider repurposing narrowband spectrum to broadband.

Telecommunications Regulations

Certain of our offerings include telecommunications or other communications services that are or may be subject to regulation in various federal, state, and international jurisdictions. For example, we are a provider of selective routing services for 911 calls in the U.S., which subjects us to various regulations, including those for 911 service reliability. As another example, we provide WAVE PTX push-to-talk offerings with and without telecommunications connectivity in various countries internationally. Additional types of regulations applicable to our offerings that include telecommunications or other communications services may include certification or licensing requirements, cybersecurity and incident reporting obligations, and regulatory fee requirements. If we do not comply with applicable rules and regulations, we could be subject to enforcement actions, fines and restrictions on our ability to operate or offer certain of our services.

Artificial Intelligence and Biometrics Regulations

The U.S. federal government and many state and local governments have adopted or are considering laws or regulations governing the use of AI and biometrics, including facial recognition, license plate recognition technology and AI-generated police reports, which in some instances cover certain products and services we offer. Similar laws and regulations are being enacted or considered in some jurisdictions outside the U.S., including the EU. Such regulation could impact a number of our products.

Compliance with the laws currently in effect described above did not have a material effect upon our capital expenditures, earnings or competitive position in 2023, 2024 and 2025. For a description of the risks we face related to these and other regulatory matters, refer to "Part 1. Item 1A. Risk Factors" of this Form 10-K.

Human Capital Management

We have a "people first" philosophy. Our employees are our driving force, drawn from all segments of our global society to make a difference for our customers.

As of December 31, 2025, we employed approximately 23,000 people globally, with 51% in the North America region and 49% in the International region. Of our total global employees, approximately 40% were employed in R&D and engineering.

Our goal is to foster a workplace where our employees feel that their unique perspectives and abilities drive both personal growth and our Company's success. We believe the next big idea can come from anyone, anywhere, at any time. We are intensely focused on investing in our employees' growth, offering structured mentorship, rotational programs and a wide array of technical and professional development resources. These opportunities empower our teams to network, build critical skills and actively influence the future of public safety, defense and enterprise security.

We strive for business growth by creating a supportive and inclusive environment where employees feel engaged, connected to our business and invested in the collective success of our customers and communities. Our human resources team works with business functional leaders to perform annual talent reviews, assessing every team member's performance and identifying development opportunities. This is complemented by specialized training that enables these leaders to use our corporate values to guide behaviors and lead teams effectively. This comprehensive process fosters growth across our Company by focusing on high-potential talent and rigorous succession planning development for our most critical roles.

As part of our compensation philosophy, we strive to offer and maintain market-competitive wages, incentives and benefits to attract and retain talent, and we review our rewards programs each year in an effort to ensure they are competitive with local market practices in the industries and countries where we operate. Our total rewards package for our global employees includes broad-based stock grants and bonuses, an employee stock purchase plan, healthcare, wellness and retirement benefits, paid parental and family leave, commuter benefits, paid time off (including flexible time off for U.S. exempt employees), flexible work options and other assistance and support for employees going through life-changing events.

We are committed to fostering a culture where all our employees can thrive, our customers and communities are supported and our partners recognize and share in our values. We invest in a broad spectrum of programs each year to support employees globally, including our business councils that are open to all employees to enable networking and engagement across the Company. We continued to see high levels of employee participation in 2025.

The safety of our employees remains a priority, and we continuously strive to provide a safe and injury-free workplace, using our global environmental, health and safety management system to facilitate program and reporting consistency at our sites. Our general approach includes assessing risks and identifying controls through the use of our comprehensive job hazard and risk assessment tool.

Material Dispositions

None.

Available Information

We make available free of charge through the Investor Relations section of our website, www.motorolasolutions.com/investors, our annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, proxy statements, other reports filed under the Securities Exchange Act of 1934, as amended ("Exchange Act"), and all other reports and amendments filed with, or furnished to, the SEC simultaneously or as soon as reasonably practicable after such material is electronically filed with, or furnished to, the SEC. Our reports are also available free of charge on the SEC's website, www.sec.gov. Also available free of charge on our website, as provided above, are the following corporate governance documents:

- Motorola Solutions, Inc. Restated Certificate of Incorporation
- Motorola Solutions, Inc. Amended and Restated Bylaws
- Board Governance Guidelines
- Director Independence Guidelines
- Principles of Conduct for Members of the Motorola Solutions, Inc. Board of Directors
- Motorola Solutions Code of Business Conduct, which is applicable to all Motorola Solutions employees, including the principal executive officers, the principal financial officer and the controller (principal accounting officer)
- Audit Committee Charter
- Compensation and Leadership Committee Charter
- Governance and Nominating Committee Charter

All of our reports and corporate governance documents may also be obtained electronically and without charge by contacting Investor Relations at *investors@motorolasolutions.com*. Our website and the information contained therein or incorporated therein are not incorporated by reference into and are not a part of this Form 10-K.

Item 1A: Risk Factors

You should carefully consider the risks described below in addition to our other filings with the SEC and the other information set forth in this Form 10-K, including the "Management's Discussion and Analysis of Financial Conditions and Results of Operations" section in Part II. Item 7 and our consolidated financial statements in Part II. Item 8. If any of the risks and uncertainties described in the cautionary factors described below actually occur or continue to occur, our business, financial condition, results of operations, reputation and the trading price of our common stock could be materially and adversely affected. These risks may be amplified by the effects of macroeconomic events or developments. Moreover, the risks below are not the only risks we face and additional risks not currently known to us or that we presently deem immaterial may emerge or become material at any time and may negatively impact our business, financial condition, results of operations, reputation or the trading price of our common stock.

Risks Related to Our Ability to Grow Our Business

As we introduce new products and services and enhance existing products and services, we may face increased areas of risk related to the success of such products and services that we may not be able to properly assess or mitigate, as well as increased competition and additional compliance obligations, each of which could harm our reputation, market share, results of operations and financial condition or result in additional obligations or liabilities for our business.

The markets for certain products and services of ours are characterized by evolving technologies, industry standards and customer preferences. For example, the software and video security industries have been characterized by rapidly changing customer preferences in favor of cloud solutions and the adoption of AI capabilities. In some cases, it is unclear what specific technology will be adopted in the market or what delivery model will prevail. As another example, there have been and are currently initiatives by governments in several countries to transition public safety communications away from LMR networks onto public mobile broadband networks. While such initiatives have gained limited traction to date, if customers conclude that public mobile broadband networks, potentially augmented with emerging technologies, provide adequate resiliency, coverage, control, and cost for their critical communication needs, it could adversely affect our MCN sales. Our MCN sales could also be adversely affected by evolving technologies created to defeat encryption or our products' ability to communicate in a contested environment, which could result in our MCN radios becoming less secure or effective. The process of developing new products and services and enhancing existing products and services to meet such evolving technologies, industry standards and customer preferences is complex, costly and uncertain. Any delay by us to effectively, and in a timely manner, introduce new products and services or enhance current products and services, including by accurately predicting technological and business trends, controlling research and development costs or executing our strategy, could significantly harm our reputation, market share, results of operations or financial condition. Many of our products and services are complex and we may experience delays in completing development or introducing new products or services in the future.

In addition, new technologies and new competitors continue to enter our markets at a faster pace than in the past, and customer trends also continue to evolve at a rapid pace, resulting in increased competition. We may continue to face increasing competition from both incumbents and emerging competitors as customer contracts become larger, more complicated, and include an expanded range of services or complex product requirements. For example, with our acquisition of Silvus in August 2025 and expanded defense opportunities, we now face increased competition for certain products and services from startups and defense contractors that may have certain competitive advantages. Another area in which we face significant competition is AI. Other companies may develop AI systems that are similar or superior to our technologies or more cost-effective to develop and deploy, and customer demand for AI-based technologies and analytics may continue to increase at a fast rate. The research and development cost we may incur to compete with such AI systems and meet increased customer demand for AI-based technologies and analytics may increase the cost of our products and services. If we are unable to mitigate these risks, our results of operations, financial condition or reputation may be adversely affected.

Expansion of our products and services may also result in the applicability of new legal and regulatory requirements and compliance obligations, which may increase the costs of doing business or delay or limit the range of new products and services we may be able to offer. Failure to comply with such requirements could result in liabilities, including potential enforcement actions, fines, penalties, product bans or reputational harm.

We use AI in our products and services, and challenges related to the use of AI could subject us to legal liability or additional regulatory oversight, or adversely affect our business, financial condition, results of operations or business reputation.

We expect to increasingly leverage AI, including generative AI, in our products and services. AI may not always operate as intended and if we use AI that is based on data, algorithms, or other inputs that are flawed or insufficient, or if the AI assists in producing content, analyses or recommendations that are or are alleged to be deficient, inaccurate, violative of third-party intellectual property, or biased, our business, financial condition, or results of operations may be adversely affected. Additionally, AI presents emerging ethical issues, and if our use of AI becomes controversial, we may experience reputational harm, legal liability or additional regulatory oversight. Although we work to responsibly meet our customers' needs for products and services that use AI, including through AI governance programs and internal technology oversight committees, we may still suffer reputational damage as a result of any inconsistencies in the application of the technology or ethical concerns, both of which may generate negative publicity.

Catastrophic events may interrupt our business, or our customers' or suppliers' business, which may adversely affect our business, results of operations, financial position, cash flows or stock price.

Our business operations, and the operations of our customers and suppliers, are subject to interruption by natural disasters and extreme weather, flooding, fires, power shortages, the widespread outbreak of infectious diseases and pandemics, terrorist acts or the outbreak or escalation of armed hostilities, and other events beyond our control. The occurrence of any such catastrophic event, and the measures taken in response thereto, could have varied impacts and adversely impact our operations, including through impacts to our workforce and supply chain, inflationary pressures and increased costs (including increased insurance costs), impacts to sources or supply of energy, schedule or production delays, loss of spoilage of inventory, market volatility, physical damage to our facilities or those of our suppliers or customers, and other financial impacts. The impacts of these catastrophic events could have a negative impact on our ability to manage our business and/or cause disruption of economic activity, which could have an adverse effect on our business, results of operations, financial position, cash flows or stock price.

We expect to continue to make strategic acquisitions of other companies or businesses and these acquisitions introduce significant risks and uncertainties, including risks related to integrating the acquired businesses and achieving benefits from the acquisitions.

In order to position ourselves to take advantage of growth opportunities or to meet other strategic needs such as product or technology gaps, we have made, and expect to continue to make, strategic acquisitions that involve significant risks and uncertainties. These risks and uncertainties include: (i) the inability to realize our business plan with respect to the acquired businesses, (ii) the difficulty or inability in integrating newly-acquired businesses and operations in an efficient and effective manner, including ensuring proper integration of acquired businesses' legal and regulatory compliance programs, information technology systems and financial reporting and internal control systems, (iii) the challenges in integrating acquired businesses to create the operating platform for physical security, (iv) the challenges in achieving strategic objectives, cost savings and other benefits from acquisitions, (v) the risk that our contractual relationships or the markets served do not evolve as anticipated and that the technologies acquired do not prove to be those needed to be successful in those markets, (vi) the potential loss of key employees of the acquired businesses, (vii) the risk of diverting the attention of senior management from our operations, (viii) the risks of entering new markets in which we have limited experience, (ix) future impairments of goodwill, (x) the potential loss of intellectual property due to actions of employees in connection with such acquisitions, (xi) the risks of exposure to new patent assertions by third-parties directed at the technologies of the newly acquired businesses, (xii) potential identified or unknown security vulnerabilities in acquired products that expose us to additional security risk, (xiii) the inability to retain customers, distributors, vendors and other business partners of the acquired businesses, (xiv) potential negative reactions from stakeholders, and (xv) exposure to litigation, regulatory or other claims in connection with, or inheritance of claims or other litigation risk as a result of, an acquisition.

Certain acquisition candidates in the industries in which we participate may carry higher relative valuations (based on revenues, earnings, cash flow, or other relevant multiples) than we do. Acquiring a business that has a higher relative valuation than Motorola Solutions may be dilutive to our earnings. In addition, we may choose not to pursue opportunities because they may be highly dilutive to near-term earnings.

Key employees of acquired businesses may receive substantial value in connection with a transaction in the form of cash payments for their ownership interest, particularly in the case of founders and other shareholder employees, or as a result of change-in-control agreements, acceleration of stock options and the lifting of restrictions on other equity-based compensation rights. To retain such employees and integrate the acquired business, we may offer additional retention incentives, but it may still be difficult to retain certain key employees.

Risks Related to the Operation of Our Business

If the quality of our products does not meet our customers' expectations or regulatory or industry standards, or our products and services suffer from an actual or perceived systems or service failure, then our results of operations, financial condition, or reputation could be negatively impacted.

Some of the products we sell may have quality issues resulting from the design or manufacture of the product, or from the software used in the product. Sometimes, these issues may be caused by components we purchase from suppliers, or from finished products we purchase from other manufacturers, which we then resell to customers. Often these issues are identified prior to the shipment of the products and may cause delays in shipping products to customers, or even the cancellation of orders by customers. Sometimes, we discover quality issues in the products after they have been shipped to our customers, requiring us to resolve such issues in a timely manner that is the least disruptive to our customers, particularly in light of the mission-critical nature of our products. Any failure or perceived failure of certain mission-critical products and services we develop for use in areas such as defense, public safety and unmanned systems, could result in litigation by persons alleging harm, such as injuries or loss of life, or economic damage, including property damage. Other impacts of any such pre-shipment and post-shipment quality issues or failures or perceived failures of our mission-critical products and services can include legal, financial and reputational ramifications, such as: (i) delays in the recognition of revenue, loss of revenue or future orders, or revenue reversals, (ii) customer-imposed penalties for failure to meet contractual requirements, (iii) increased costs associated with repairing or replacing products, and (iv) a negative impact on our goodwill and brand name reputation. In some cases, if the quality issue affects the product's performance, safety or regulatory compliance, then such a "defective" product may need to be "stop-built", "stop-shipped" or recalled. Depending on the nature of the quality issue and the number of products in the field, it could cause us to incur substantial recall or corrective field action costs, in addition to the costs associated with the potential loss of future orders and the damage to our goodwill or brand reputation. In addition, we may be required, under certain customer contracts, to pay damages for failed performance that might exceed the revenue that we receive from the contracts. Recalls and field actions involving regulatory non-compliance could also result in fines and additional costs. Recalls and field actions could result in third-party litigation by persons or companies alleging harm or economic damage as a result of the use of the products or services.

In addition, privacy advocacy groups and other technology and industry groups have established or may establish various new or different self-regulatory standards that may place additional obligations on us. Our customers may expect us to meet voluntary certifications or adhere to other standards established by third-parties. Alternatively, our customers may expect us to offer products and services to help reduce energy consumption, improve efficiency and minimize greenhouse gas footprints. If we are unable to maintain these certifications or meet these standards, it could reduce demand for our products and adversely affect our business.

Our future operating results depend on our ability to purchase a sufficient amount of materials, parts, and components, as well as software and services, at acceptable prices to meet the demands of our customers and any disruption to our suppliers or significant increase in the price of supplies has had, and could continue to have a negative impact on our results of operations or financial condition.

Our ability to meet customers' demands depends, in part, on our ability to timely obtain an adequate delivery of quality materials, parts, and components, as well as software and services, from our suppliers. If demand for our products or services increases from our current expectations or if, as we have experienced in the past, suppliers are unable to meet our demand for other reasons, including as a result of supply chain constraints; natural disasters; trade policy decisions, such as new, expanded or retaliatory tariffs, sanctions, quotas, import/export restrictions or trade barriers (including restrictions around rare earth minerals); financial issues or other factors, we have, and could continue to experience an interruption in supply or a significant increase in the price of supply. Recently, we have experienced increased costs on materials and components as a result of the dynamic global supply chain environment. Mitigation actions that we develop going forward, such as working with our global supply base to mitigate our exposure to such risks, may not be successful in counteracting any such increased costs. We expect that any future supply chain effects could also impact our ability to meet customer demand and negatively impact our results of operations.

Our suppliers have in the past, and may continue in the future, to significantly and quickly increase their prices in response to increases in costs related to the manufacture, distribution and/or repair of parts and components. As a result, we may not be able to increase our prices commensurately with our increased costs, which could negatively impact our results of operations or financial condition. In addition, certain supplies, including for some of our critical components, software and services solutions, are available only from a single source or limited sources and we may not be able to diversify sources in a timely manner. Where certain supplies are not available from our direct suppliers, we may be required to move to an alternative source or source certain items through the open market, which involves significantly increased prices that are difficult to forecast or predict. Each of these factors may impact our ability to meet customer demand and could negatively impact our results of operations or financial condition.

We are exposed to risks under large, multi-year system and services contracts that may negatively impact our business.

We enter into large, multi-year system and services contracts with municipal, state, and nationwide government and commercial customers. In some cases, we may not be the prime contractor and may be dependent on other third-parties such as commercial carriers or systems integrators. Our entry into these contracts exposes us to risks, including among others: (i) technological risks, (ii) risk of defaults by third-parties on whom we are relying for products or services as part of our offering or who are the prime contractors, (iii) financial risks, including potential penalties applicable to us if performance commitments in managed services contracts are not met, the estimates inherent in projecting costs associated with such contracts, the fact that such contracts often only receive partial funding initially and may be cancellable on short notice with limited penalties, our inability to recover front-loaded capital expenditures in long-term managed services contracts, the impact of the termination of funding for a government program or the insolvency of a commercial customer, and the impact of currency fluctuations and inflation, (iv) cybersecurity risks, especially in managed services contracts with public safety and enterprise customers that process data, and (v) political, regulatory or litigation risks, especially related to contracts with government customers (such as with our Airwave contract in the U.K.).

Our employees, customers, suppliers and outsource partners are located throughout the world and, as a result, we face risks that other companies that are not global may not face.

Our customers and suppliers are located throughout the world. In 2025, 28% of our revenue was generated outside of North America. In addition, 49% of our employees were employed outside of North America in 2025. Most of our suppliers' operations are outside the U.S.

A significant amount of manufacturing and research and development of our products, as well as administrative and sales facilities, takes place outside of the U.S. If the operations in these facilities are disrupted, our business, financial condition, results of operations, and cash flows could be negatively impacted.

Because of these sizable sales and operations outside of the U.S., we have more complexity in our operations and are exposed to a unique set of global risks that could negatively impact our business, financial condition, results of operations, and cash flows, including but not limited to: (i) currency fluctuations, including but not limited to increased pressure to agree to established currency conversion rates and cost of living adjustments as a result of foreign currency fluctuations, (ii) import/export regulations, tariffs, trade barriers and trade disputes, customs classifications and certifications, including but not limited to changes in classifications or errors or omissions related to such classifications and certifications, (iii) compliance with and changes in U.S. and non-U.S. laws or regulations related to antitrust and competition (such as the EU Foreign Subsidies Regulation), anti-corruption (such as the Foreign Corrupt Practices Act and the U.K. Bribery Act), trade and country of origin, labor and employment, environmental, health and safety, technical standards and product regulatory considerations, consumer protection, intellectual property, data privacy and data sovereignty, regulated services such as telecommunications, cybersecurity and AI, and drones and counter-unmanned aircraft systems (UAS), (iv) tax issues, such as tax law changes, variations in tax laws from country to country and as compared to the U.S., obligations under tax incentive agreements, and difficulties in securing local country approvals for cash repatriations, (v) reduced financial flexibility given that a significant percentage of our cash and cash equivalents is currently held outside of the U.S., (vi) challenges in collecting accounts receivable, (vii) cultural and language differences, (viii) instability in economic or political conditions, including inflation, recession, government shutdowns, the imposition of sanctions and actual or anticipated military or political conflicts and terrorism, (ix) natural disasters, (x) public health issues or outbreaks or pandemics and (xi) litigation in foreign court systems and foreign enforcement or administrative proceedings.

Further, the benefits we receive under various agreements we have entered into with non-U.S. governments and agencies are tied to the level of operations and/or sales in such foreign jurisdictions. If our operations or sales are not at levels originally anticipated, we may be at risk of having to reimburse benefits already granted, which could increase our cost of doing business in such foreign jurisdictions.

Over the last several years, we have utilized third-parties to develop, design and/or manufacture many of our components and some of our products, and to perform portions of certain business operations such as IT, network connectivity, HR information systems, manufacturing, repair, distribution and engineering services. We expect to continue these practices in the future, which limit our control over these business operations and expose us to additional risk as a result of the actions of our outsource partners.

We rely on third-parties to develop, design and/or manufacture many of our components and some of our products (including software), and to assist in performing certain IT, network connectivity, HR information systems, manufacturing, repair, distribution and engineering services. As we outsource more of such operations, we are not able to directly control these activities. We could have difficulties fulfilling our orders, our sales and profits could decline, or we could be liable for outsourced actions, exposing us to contractual and regulatory risks, if: (i) we are not able to engage such third-parties with the capabilities or capacities required by our business, (ii) such third-parties lack our desired level of performance or service, lack sufficient quality control or fail to deliver quality components, products, services or software on time and at reasonable prices, (iii) there are significant changes in the financial or business condition of such third-parties, (iv) our third-party providers fail to comply with legal or regulatory requirements (such as the Uyghur Forced Labor Protection Act) or fail to timely notify us of information needed for our own compliance, (v) we have difficulties transitioning operations to such third-parties, or (vi) such third-parties are disrupted by external events, such as cyberattacks, natural disasters or extreme weather conditions, public health issues, outbreaks or pandemics, acts of terrorism or political conflicts.

Our reliance on third-parties could, in certain instances, result in reputational damage or even disqualify us from sales opportunities with certain government customers. For example, our supply chain is complex and if our suppliers are unable to verify that components and parts provided to us are free of defined "conflict minerals" originating from the Democratic Republic of Congo ("DRC") or an adjoining country, then we may be required to publicly disclose, as we have disclosed in the past, that we are not currently able to determine if the products we manufactured are DRC conflict-free, which could harm our reputation.

Once a business activity is outsourced, we may be contractually prohibited from or may not practically be able to bring such activity back within the Company or move it to another outsource partner. The actions of our outsource partners could result in reputational damage to us and could negatively impact our business, financial conditions, results of operations, and cash flows.

We utilize the services of subcontractors to perform under many of our contracts and the inability of our subcontractors to perform in a timely and compliant manner or to adhere to our Human Rights Policy could negatively impact our business.

We engage subcontractors, including third-party integrators, on many of our contracts and as we expand our technologies, our use of subcontractors has and we anticipate will continue to increase. Our subcontractors may further subcontract performance and may supply third-party products and software from a number of smaller companies. In addition, it is our policy to require our subcontractors and other third-parties with whom we work to operate in compliance with applicable laws, rules and regulations, including our Human Rights Policy (and, in addition, for our suppliers to comply with our Supplier Code of Conduct).

We may have disputes with our subcontractors, including disputes regarding the quality and timeliness of work performed by the subcontractor or its subcontractors and the functionality, warranty and indemnities of products, software and services supplied by our subcontractor. We are not always successful in passing down customer requirements to our subcontractors or a customer may otherwise look to us to cover a loss or damage, and thus in some cases may be required to absorb contractual risks from our customers without corresponding back-to-back coverage from our subcontractor. Our subcontractors may not be able to acquire or maintain the quality of the materials, components, subsystems and services they supply, or secure preferred warranty and indemnity coverage from their suppliers, which might result in greater product returns, service problems, warranty claims and costs and regulatory compliance issues. Further, one of our subcontractors or other third-parties subject to our Human Rights Policy could fail to comply with such policies or with applicable law or may engage in unethical business practices. Any of the foregoing could cause orders to be canceled, relationships to be terminated or our reputation to be damaged, which could harm our business, financial condition and results of operations.

Our success depends in part upon our ability to attract and retain senior management and key employees, including engineers and other key technical employees, in order to remain competitive.

The performance of our CEO, senior management and other key employees such as engineers and other technical employees is critical to our success. If we are unable to retain talented, highly-qualified senior management, engineers and other key employees or attract them when needed, it could negatively impact our business.

We rely on the experience of our senior management, most of whom have been with us for many years and as a result have specific knowledge relating to us and our industry that is difficult to replace, and competition for management with experience in the communications industry is intense. A loss of the CEO, a member of senior management, or an engineer or other key employee, particularly to a competitor, could also place us at a competitive disadvantage. In addition, we face increased demands for technical personnel in areas such as software development, which is an area of particularly high demand for skilled employees. We believe that our future success depends in large part on our continued ability to hire, assimilate, retain and leverage the skills of qualified engineers and other highly-skilled personnel needed to develop successful new products or services. In particular, we have faced, and expect to continue to face, intense competition globally for experienced software and cloud computing infrastructure engineers, as well as employees in data science and AI. The compensation and incentives we have available to attract, retain and motivate employees may not meet the expectations of current and prospective employees. Our efforts to attract, develop, integrate, and retain highly skilled employees with appropriate qualifications may be compounded by the increased availability of remote working arrangements, which has expanded the pool of companies that can compete for our employees and employment candidates. Further, if we fail to adequately plan for the succession of our CEO, senior management and other key employees, our business could be negatively impacted.

Evolving and sometimes conflicting expectations from investors, customers, lawmakers, regulators and other stakeholders regarding social and sustainability considerations and disclosures may expose us to potential liabilities, increased costs, reputational harm, increased scrutiny from the investment community or enforcement authorities or otherwise adversely impact our business and results of operations.

There are evolving and sometimes conflicting expectations from investors, customers, lawmakers, regulators and other stakeholders on social and sustainability considerations and disclosures, including those related to environmental stewardship, climate change, human capital, forced labor, and workplace conduct and the use cases of our products. Regulators have imposed, and may continue to impose, social and sustainability-related legislation, rules and guidance, which may conflict with one another and impose additional costs on us or expose us to new or additional risks, including requiring additional reporting that will expand the public's access to our programs and metrics or impose changes to our manufacturing practices, operations and/or product designs. Additionally, some stakeholders may disagree with our goals, initiatives and other actions and the focus of stakeholders may evolve over time. Our business may face higher expectations as well as increased scrutiny related to these activities. Our failure or perceived failure to achieve our goals, further our initiatives, adhere to our public statements, comply with sustainability laws and regulations, or meet evolving and varied stakeholder expectations and standards could harm our reputation, adversely impact our ability to attract and retain employees or customers, expose us to increased scrutiny from the investment community or enforcement authorities or otherwise adversely affect our business and results of operations.

Risks Related to Laws and Regulations

Existing or future legislation and regulations pertaining to AI, AI-enabled products and the use of biometrics (e.g., facial recognition) or other video analytics that apply to us or to our customers may make it more challenging, costly, or in some cases prohibit certain products or services from being offered or modified and subject us to regulatory and litigation risks and potential liabilities, which could adversely affect our business and results of operations.

Current or future legislation and governmental regulations pertaining to AI, AI-enabled products and the use of biometrics or other video analytics may affect how our business is conducted or expose us to unfavorable developments resulting from changes in the regulatory landscape. For example, the AI Act in the EU became law in August 2024, with key obligations applying in stages through August 2027. The AI Act places significant restrictions on the use of AI for real-time "biometric identification" by law enforcement, and implements significant compliance requirements on the development and use of AI for biometric identification of any kind. Once fully implemented, the AI Act will also place compliance requirements on a variety of other AI uses by law enforcement, as well as on the companies that develop those products, including us. At the same time, the EU is considering several proposals to modify key provisions of the AI Act in order to reduce the burden on businesses, as part of its initiative for regulatory simplification. Other laws related to AI are expected to pass around the globe, including the U.S. and Brazil, in the coming months and years. For example, in recent years, numerous U.S. states considered, and some have adopted, legislation that would establish a comprehensive regulatory framework for the use of AI. Additionally, the EU may enact certain restrictions on the geographic location of AI solutions and domicile location of providers of AI products to customers within the EU.

With respect to biometrics and other analytics, laws such as the Biometric Information Privacy Act in Illinois have restricted the collection, use and storage of biometric information and provide a private right of action of persons who are aggrieved by violations of the act. Additionally, laws such as the California automatic license plate recognition ("ALPR") statute regulate the use of ALPRs and provide a private right of action to persons who have suffered actual damages from violation of the statute, and we expect to see an increase in state ALPR legislation going forward. The Federal Trade Commission has also pursued enforcement actions against companies for the misuse of biometric information and the use of facial recognition technology without implementing appropriate safeguards. Current or future legislation, governmental regulations, and enforcement actions pertaining to biometrics and other analytics have exposed us to, and we expect will continue to expose us to, regulatory and litigation risks.

Legislation and governmental regulations related to AI and the use of biometrics and other video analytics may also influence our current and prospective customers' activities, as well as their expectations and needs in relation to our products and services. Compliance with these laws and regulations may be onerous and expensive, and may be inconsistent from jurisdiction to jurisdiction, further increasing the cost of compliance and the risk of liability. It is also not clear how existing and future laws and regulations governing issues such as AI, AI-enabled products, biometrics and other video analytics apply or will be enforced with respect to the products and services we sell.

Any such increase in costs or increased risk of liability as a result of changes in these laws and regulations or in their interpretation could individually, or in the aggregate, make our products and services that use AI technologies, biometrics or other video analytics less attractive to our customers, cause us to change or limit our business practices or affect our financial condition and operating results.

We are subject to complex and changing laws and regulations in various jurisdictions regarding cybersecurity, privacy, data protection, data sovereignty and information security, which exposes us to increased costs and potential liabilities in the event of any actual or perceived failure to comply with such legal and compliance obligations and could adversely affect our business.

Various jurisdictions have adopted or are expected to introduce new laws and regulations regarding cybersecurity, privacy, data protection, data sovereignty and information security which have impacted, or we expect will impact, us by exposing us to increased costs and potential liabilities. With respect to cybersecurity laws and regulations, in the EU and other jurisdictions we are subject to, and expect to continue to become subject to, increasingly stringent and prescriptive cybersecurity legislation mandating the implementation of distinct cybersecurity risk management measures and obligations to demonstrate our compliance through certification or self-attestations. Such legislation typically includes obligations for ensuring the integrity of our supply chain, including supplier-focused cybersecurity obligations. The cybersecurity legal and regulatory environment is complex and continues to evolve across many jurisdictions. Compliance with these laws and regulations exposes us to increased costs and any noncompliance, whether actual or perceived, could result in potential liabilities.

With respect to privacy and data protection, the EU's General Data Protection Regulation ("GDPR") strengthened individual privacy rights and enhanced data protection obligations for processors and controllers of personal data. The GDPR includes expansive disclosures about how personal information is to be used, limitations on retention of information and mandatory data breach notification requirements. Noncompliance with the GDPR can trigger significant fines.

U.S. federal, state and other foreign governments and agencies have adopted or are considering adopting laws and regulations regarding the collection, storage, use, processing and disclosure of personal data. Numerous state governments within the U.S. have enacted their own versions of "GDPR-like" privacy legislation, which has created, and we expect will continue to create, additional compliance challenges, risks, and administrative burdens. A comprehensive U.S. federal privacy law is also in the process of being drafted by the House Privacy Working Group. This, as well as other standalone federal bills, could restrict the ability of companies to collect, store and sell certain types of data, as well as restrict the ability of law enforcement to collect, use and purchase data from companies (for example, ALPR data). It is possible that a one-size fits all compliance program may be difficult to achieve and manage globally, and that we will be forced to comply with a patchwork of inconsistent privacy regulations.

Several other countries in which we operate have established legal requirements for cross-border data transfers. There is also an increasing trend towards data localization policies. Cloud-based solutions may be subject to further regulation with respect to data localization requirements and restrictions on the international transfer of data. If countries implement more restrictive regulations for cross-border personal data transfers (or customers do not permit personal data to leave the country of origin), it could affect the manner in which we provide our services or the geographical location or segregation of our relevant systems and operations, which could adversely impact our business.

Because the interpretation and application of cybersecurity, privacy, data protection, data sovereignty and information security laws and regulations are complex and still uncertain, it is possible that they may be interpreted and applied in a manner that is inconsistent with our existing practices or the features of our products, software and services. Any failure or perceived failure by us, our business partners, or third-party service providers to comply with such laws and regulations, or applicable commitments in contracts, could result in proceedings against us by governmental entities or others and significant fines and penalties, and adversely affect our business.

Government regulation of radio frequencies may limit the growth of private, public safety and government narrowband and broadband systems or reduce barriers to entry for new competitors.

Radio spectrum is required to provide wireless voice, data, and video communications services. The allocation of frequencies is regulated in the U.S. and other countries and limited spectrum is allocated to wireless services, including commercial, public safety and government users. The global demand for wireless communications has grown exponentially, and spurred competition for access among various networks and users. In response, regulators are reassessing the allocations of spectrum among users, including public safety users, and considering whether to change the allocation of certain spectrum bands from narrowband to broadband use, or to require sharing of spectrum bands. Our results could be negatively affected by the rules and regulations adopted by regulators. Our products operate both on licensed and unlicensed spectrum. The loss of available radio spectrum may result in the loss of business opportunities. Regulatory changes in current spectrum bands (e.g., the sharing of previously dedicated or other spectrum) may require modifications to some of our products so they can continue to be manufactured and marketed.

A portion of our business is dependent upon U.S. government contracts and grants, which have availability of funding, spending levels and priorities that could change, are highly regulated and subject to disclosure obligations and oversight audits by U.S. government representatives and subject to cancellations. Any such changes in availability of funding, spending levels and priorities, disclosure events, audits or noncompliance with such regulations and laws could result in adverse findings and negatively impact our business.

Our business with U.S. government customers depends, in part, upon our customers' continued expenditures on programs in areas we support such as law enforcement and national security. These expenditures have not remained constant over time, have been and in the future may be reduced in certain periods, and have been and in the future may be affected by efforts to reduce costs generally. Our business with U.S. government customers has been negatively impacted in the past, and may continue to be negatively impacted in the future, by certain of the following factors, among others:

- Government budgetary constraints and decreases or changes in available funding;
- Budget uncertainty, government shutdowns and other potential delays or changes in appropriations or other funding authorization processes;
- Reductions in overall defense spending or a shift in expenditures away from the government customers we support;
- The political environment, changes in national and international priorities and macroeconomic conditions; and
- Changes in public perception of the accuracy of our technology and the appropriate use of our technology by government customers.

Our business with or funded by the U.S. government is subject to specific laws and regulations with numerous and unique compliance requirements relating to formation, administration and performance of U.S. federal or federally funded contracts. These requirements, which may increase or change over time, may increase our performance and compliance costs thereby reducing our margins, which could have an adverse effect on our financial condition. Changes to these compliance requirements could result in our inability to renew or perform under certain contracts. Violations or other failures to comply with these laws, regulations or other compliance requirements could lead to terminations for default, suspension or debarment from U.S. government contracting or subcontracting for a period of time or other adverse actions. Such laws, regulations or other compliance requirements include those related to procurement integrity, export control, U.S. government security and information security regulations, supply chain and sourcing requirements and restrictions, employment practices, protection of criminal justice data, protection of the environment, accuracy of records, proper recording of costs, foreign corruption, Trade Agreements Act, Buy America Act, other domestic content requirements, and the False Claims Act.

Generally, in the U.S., government contracts and grants are subject to certain voluntary or mandatory disclosure obligations, certifications and oversight audits by government representatives. Such disclosures, certifications or audits could negatively affect or result in adjustments to our contracts. For contracts covered by the Cost Accounting Standards, any costs found to be improperly allocated to a specific contract may not be allowed, and such costs already reimbursed may have to be refunded. Future disclosures, audits and adjustments, if required, may materially reduce our revenues or profits upon completion and final negotiation of such disclosure events or audits. Negative disclosure or audit findings could also result in investigations, termination of a contract, forfeiture of profits or reimbursements, suspension of payments, fines and suspension or prohibition from doing business with the U.S. government. All contracts with the U.S. government can be terminated for convenience by the government at any time.

Certain of the services we offer are subject to telecommunications regulations in various jurisdictions, which expose us to increased costs to address compliance obligations and potential liability in the event of any failure to comply with such regulations, which could result in fines and penalties, reputational harm and adversely affect our business.

We are a provider of certain services that include telecommunications in the U.S., including selective routing services for 911 calls. As such, we are subject to certain Federal Communications Commission (FCC) and possible state regulations relating to telecommunications, including some certification or licensing, service reliability, and regulatory fee requirements. If we do not comply with these regulations, we could be subject to enforcement actions, fines, and possibly loss of certifications or licenses to operate or offer certain of our services that are regulated telecommunications. Any enforcement action, which may be a public process, could also damage our reputation and erode customer trust.

Additionally, we are subject to regulations in certain foreign countries where we offer services that include telecommunications or other types of communications services. For example, we are registered to provide WAVE PTX push-to-talk offerings, with and without telecommunications connectivity, in certain countries internationally. Local laws and regulations, and the interpretation of such laws and regulations, can differ significantly among the jurisdictions in which we provide these services. In some countries, certain services that we offer are not considered to be regulated communications services, while in other countries they are subject to regulations, including registration with the local telecommunications governing authority, which increases the level of scrutiny and potential for enforcement by regulators as well as our cost of doing business internationally. Further, enforcement and interpretations of the laws and regulations in some countries can be unpredictable and subject to the informal views of government officials. Failure to comply with these regulations could subject us to enforcement actions, fines and penalties, additional compliance obligations or liabilities, loss of authority to provide regulated services, and reputational harm, which could adversely affect our business.

Moreover, it is possible that regulations in any of these jurisdictions may be changed, expanded or interpreted and applied in a manner that is inconsistent with our existing practices. Future applicable legislative, regulatory or judicial actions could increase the cost and complexity of our compliance and increase our exposure to potential liability.

We are subject to a wide range of product regulatory and safety, consumer, worker safety, and environmental product compliance and remediation laws that continue to expand and could impact our ability to grow our business, could subject us to unexpected costs and liabilities and could impact our financial performance.

Our operations and the products we manufacture are subject to a wide range of product regulatory and safety, consumer, worker safety, and environmental product compliance and remediation laws. Compliance with such existing or future laws could subject us to future costs or liabilities, impact our production capabilities, constrict our ability to sell, expand or acquire facilities, restrict what products and services we can offer, and generally impact our financial performance. Some of these laws are environmental and relate to the use, disposal, cleanup of, and exposure to certain substances. For example, in the U.S., laws often require parties to fund remedial studies or actions regardless of fault and oftentimes in response to actions or omissions that were legal at the time they occurred. We continue to incur disposal costs and have ongoing remediation obligations, including those resulting from previously or newly discovered environmental issues located at discontinued Company facilities and waste disposal sites formerly used by Company facilities, as well as current and former facilities of companies that we acquire. Changes to environmental laws or our discovery of additional obligations under these laws could have a negative impact on our financial performance.

Laws focused on: (i) the energy efficiency of electronic products and accessories, (ii) recycling of both electronic products and packaging, (iii) reducing or eliminating certain hazardous substances in electronic products, (iv) the use and transportation of batteries, and (v) debt collection and other consumer finance matters continue to expand significantly. There are also demanding and rapidly changing laws around the globe related to issues such as radio interference, radio frequency radiation exposure, medical related functionality, use of products with video functionality, and consumer and social mandates pertaining to use of wireless or electronic equipment. These laws, and changes to these laws, could have a substantial impact on whether we can offer certain products, solutions and services, on product costs, and on what capabilities and characteristics our products or services can or must include, which could negatively impact our business, results of operations, financial condition and competitive position.

Tax matters could have a negative impact on our financial condition and results of operations.

We are subject to income taxes in the U.S. and numerous foreign tax jurisdictions. Our provision for income taxes and cash tax liability may be negatively impacted by: (i) changes in the mix of earnings taxable in jurisdictions with different statutory tax rates, (ii) changes in tax laws and accounting principles, (iii) changes in the valuation of our deferred tax assets and liabilities, (iv) changes in available tax credits, (v) discovery of new information during the course of tax return preparation, (vi) increases in non-deductible expenses, or (vii) repatriating cash held abroad.

While the 2025 enactment of the One Big Beautiful Bill Act ("OBBBA") introduced several taxpayer-favorable provisions, such as the restoration of immediate expensing for qualified domestic research and experimental expenditures, it has also added complexity to the U.S. tax code. For example, the interplay between new domestic incentives and modified international provisions, without future comprehensive administrative guidance, creates complexity with respect to our compliance with the OBBBA. Any future guidance or interpretations of the OBBBA, or any actual or perceived noncompliance with the OBBBA by us, could result in an increase to our U.S. tax liability and a resulting adverse impact on our future operating results.

Tax audits may also negatively impact our business, financial condition and results of operations. We are subject to continued examination of our income tax returns, and tax authorities may disagree with our tax positions and assess additional tax. We regularly evaluate the likelihood of adverse outcomes resulting from these examinations to determine the adequacy of our provision for income taxes. Outcomes from these continuing examinations may have a negative impact on our future financial condition and operating results.

Certain tax policy efforts, including the Organization for Economic Co-operation and Development's Base Erosion and Profit Shifting Project, the European Commission's state aid investigations, and other initiatives could have an adverse effect on the taxation of international businesses. Furthermore, many of the countries where we are subject to taxes, including the U.S., are independently evaluating their tax policy and we may see significant changes in legislation and regulations concerning taxation. Certain countries have already enacted legislation, which could affect international businesses, and other countries have become more aggressive in their approach to audits and enforcement of their applicable tax laws. Such changes, to the extent they are brought into tax legislation, regulations, policies, or practices, could increase our effective tax rates in many of the countries where we have operations and have an adverse effect on our overall tax rate, along with increasing the complexity, burden and cost of tax compliance, all of which could impact our operating results, cash flows and financial condition.

Risks Related to Information Technology and Intellectual Property

Increased cybersecurity threats could lead to a security breach or other significant disruption of our IT systems, those of our outsource partners, suppliers or those we manufacture, install, and in some cases operate and maintain for our customers, and could have a negative impact on our operations, sales, and operating results.

We rely extensively on our information systems to manage our business operations. We are subject to attempts to compromise our information technology systems from both internal and external sources. Like all information technology systems, our systems have been in the past, and could be in the future, vulnerable to damage, unauthorized access or interruption from a variety of sources, including but not limited to, cyberattacks, cyber intrusions, computer viruses, security breaches, denial-of-service attacks, ransomware or other malware, energy blackouts, natural disasters and severe weather conditions, terrorism, sabotage, wars, insider threats, human errors and computer and telecommunication failures. As a provider of mission-critical physical security products and services for public safety, defense and enterprise customers in the U.S. and globally, including systems that we operate and maintain for certain customers of ours or as a software-based service, we face additional risk as a potential target of sophisticated attacks aimed at compromising both our company's and our customers' sensitive information and intellectual property. This risk is heightened because these systems may contain sensitive governmental information or personally identifiable or other protected information. Our vulnerability and that of our third-party vendors to cyber and other information technology risks may also be increased by factors such as cyberattacks related to geopolitical conflicts (which may be heightened by our global presence). Additionally, the volume, frequency and sophistication of these threats (including through the use of AI) continues to grow and the complexity and scale of the systems to be protected continues to increase. As we continue to integrate the use of AI to enhance our accounting operations and help improve employee productivity and efficiency, we also face enhanced risks and challenges related to cybersecurity and information technology. Like other enterprise software companies, we also use open source software from time to time, which may be more susceptible to vulnerabilities that may not be identified with scanning tools. In an effort to protect against such attacks, we maintain insurance related to cybersecurity risks and employ a number of countermeasures and security controls, including training, audits, encryption, and utilization of commercial information security threat sharing networks. If we fail to effectively manage our cybersecurity, our business, products, and services could suffer from the resulting weaknesses in our infrastructure, systems or controls.

Further, our company outsources certain business operations, including, but not limited to IT, network connectivity, HR information systems, manufacturing, repair, distribution and engineering services. We are dependent, in certain instances, upon our outsourced business partners, suppliers, and customers to adequately protect our IT systems and those IT systems that we manage for our customers, including the hosts of our cloud infrastructure on top of which our cloud-based solutions are built, as well as the network connectivity upon which some of our services are built. Some of our customers are exploring broadband solutions that use public carrier networks on which our solutions would operate. We do not have direct oversight or influence over how public carrier networks manage the security, quality, or resiliency of their networks, and because they are an attractive high value target due to their role in critical infrastructure, they expose customers to an elevated risk over our private networks. In addition, we maintain certain networked equipment at customer locations and are reliant on those customers to protect and maintain that equipment.

A cyberattack or other significant disruption involving our IT systems or those of our outsource partners, suppliers or our customers could result in substantial costs to repair or replace our IT systems or the loss of critical data and interruptions or delays in our ability, or that of our customers, to perform critical functions. Such disruption may also result in the unauthorized release of proprietary, confidential or sensitive information of us or our customers, or the disruption of services provided to customers and essential for their mission. Such unauthorized access to, or release of, information or disruption of services could: (i) allow others to unfairly compete with us, (ii) compromise safety or security, given the mission-critical nature of our customers' systems, (iii) subject us to claims for breach of contract, tort, and other civil claims without adequate indemnification from our suppliers, (iv) subject us to time-intensive notification requirements, (v) damage our reputation, and (vi) require us to provide modifications or replacements to our products and services. Our potential liability related to such claims by customers or third-parties described above may not be contractually capped nor fully covered by our insurance, and our insurance coverage may not continue to be available on commercially reasonable terms or at all. We could face regulatory penalties, enforcement actions, remediation obligations and/or private litigation by parties whose data is improperly disclosed or misused. Any or all of the foregoing could have a negative impact on our business, financial condition, results of operations, and cash flow.

If we are unable to adequately protect our intellectual property, or if we, our customers and/or our suppliers are found to have infringed intellectual property rights of third-parties, our competitive position, financial condition or results of operations may be adversely impacted.

Our intellectual property rights protect our innovations and technology, and they may also generate income under license agreements. We attempt to protect our proprietary technology with intellectual property in the form of patents, copyrights, trademarks, trade secret laws, confidentiality agreements and other methods. We also generally restrict access to and distribution of our proprietary information. Despite these precautions, it may be possible for a third-party to obtain and use our proprietary information or develop similar technology independently. As we expand our business, including through acquisitions, and compete with new competitors in new markets, the breadth and strength of our intellectual property portfolio in those new markets may not be as developed as in our longer-standing businesses. This may expose us to a heightened risk of litigation and other challenges from competitors in these new markets. In addition, effective patent, copyright, trademark and trade secret protection may be unavailable or limited in certain foreign countries. Unauthorized use of our intellectual property rights by third-parties and the cost of any litigation necessary to enforce our intellectual property rights could have a negative impact on our financial results and competitive position.

Additionally, because our products are comprised of complex technology, we have been in the past, and may be in the future, involved in or impacted by assertions, including both requests for licenses and litigation, regarding third-party patents and other intellectual property rights. For example, the development of products operable in accordance with industry standards, such as those related to 4G, 5G, Wi-Fi, audio, video, or various other wireless technologies, may result in third-party patent royalty demands. Third-parties have asserted, and in the future may assert, intellectual property infringement claims against us and against our customers and suppliers, seeking a percentage of sales as license fees, broad injunctive relief, or a combination thereof. Many of these assertions are brought by non-practicing entities ("NPEs"), whose principal business model is to secure patent licensing-based revenue from product manufacturing companies. Recent policy changes by the U.S. Patent and Trademark Office related to the Patent Trial and Appeal Board's inter partes review process could also lead to an increase in such litigation filed by NPEs. Defending claims may be expensive and divert the time and efforts of our management and employees. If we do not succeed in any such litigation, we could be required to pay significant damages, develop non-infringing products or obtain licenses to the intellectual property that is the subject of such litigation, each of which could have a negative impact on our competitive position, financial condition or results of operations. Such licenses, if available at all, may not be available to us on commercially reasonable terms. In some cases, we might be forced to stop delivering certain products if we or our customers or suppliers are subject to a final injunction.

We face risks relating to intellectual property licenses and intellectual property indemnities in our customer and supplier contracts, which may fail to fully protect us and subject us to unexpected liabilities or harm our financial condition and results of operations.

We obtain some technology from suppliers through the purchase of components or licensing of software, and we attempt to negotiate favorable intellectual property indemnities with our suppliers for infringement of third-party intellectual property rights. With respect to such indemnities, we may not be successful in our negotiations, a supplier's indemnity may not fully protect us or cover all damages and losses suffered by us and our customers due to the infringing products, or a supplier may not choose to obtain a third-party license or modify or replace its products with non-infringing products which would otherwise mitigate such damages and losses. Such situations may subject us to unexpected liabilities or unfavorable conditions. Further, we may not be able to participate in intellectual property litigation involving a supplier and may not be able to influence any ultimate resolution or outcome that may negatively impact our sales or operations if a court enters an injunction that enjoins the supplier's products or if the International Trade Commission issues an exclusionary order that blocks importation of our products into the U.S. Intellectual property disputes involving our suppliers have resulted in our involvement in International Trade Commission proceedings from time to time. These proceedings are costly and entail the risk that we will be subjected to a ban on the importation of our products into the U.S. solely as a result of our use of a supplier's components.

In addition, our customers increasingly demand that we indemnify them broadly from all damages and losses resulting from intellectual property litigation against them. These demands may stem from NPEs that engage in patent enforcement and litigation, sometimes seeking royalties and litigation judgments in proportion to the value of the use of our products, rather than in proportion to the cost of our products. Such demands can amount to many times the selling price of our products.

Further, competitors may be able to negotiate significantly more favorable terms for intellectual property than we are able to, which puts them at a competitive advantage. Moreover, with respect to our internally developed proprietary software, we may be harmed if we are forced to make publicly available, under the relevant open-source licenses, some of that proprietary software as a result of either our use of open-source software code or the use of third-party software that contains open-source code.

We no longer own certain logos and other trademarks, trade names and service marks, including MOTOROLA, MOTO, MOTOROLA SOLUTIONS and the Stylized M logo and all derivatives and formatives thereof ("Motorola Marks") and we license the Motorola Marks from Motorola Trademark Holdings, LLC ("MTH"), which is currently owned by Motorola Mobility, a subsidiary of Lenovo. Our joint use of the Motorola Marks could result in product and market confusion and negatively impact our ability to expand business under the Motorola brand. In addition, if we do not comply with the terms of the license agreement we could lose our rights to the Motorola Marks.

In 2010, we secured a worldwide, perpetual and royalty-free license from MTH to use the Motorola Marks as part of our corporate name and in connection with the manufacture, sale, and marketing of our current products and services. The license of the Motorola Marks is important to us because of the reputation of the Motorola brand for our products and services. There are risks associated with both Motorola Mobility and us using the Motorola Marks and our loss of ownership of the Motorola Marks. As both we and Motorola Mobility use the Motorola Marks, confusion could arise in the market, including customer confusion regarding the products offered by and the actions of the two companies. Also, any negative publicity associated with either company in the future could adversely affect the public image of the other.

Motorola Mobility was acquired by Lenovo in 2014, which resulted in Lenovo having effective control over the Motorola Marks. Our risks under the license could increase if Lenovo expands its use of the Motorola Marks, or if our products and those of Lenovo converge. In addition, because our license of the Motorola Marks is limited to products and services within our specified fields of use, we are not permitted to use the Motorola Marks in other fields of use without the approval of Motorola Mobility. As we continue to expand our business into any other fields of use, we either must do so with a brand other than the Motorola brand, which could take considerable time and expense, or assume the risk that our expanded fields don't meet the definition of permitted fields of use under our license, which could result in loss of our rights to use the Motorola Marks.

We could lose our rights to use the Motorola Marks if we do not comply with the terms of the license agreement. Such a loss could negatively affect our business, results of operations and financial condition. Furthermore, MTH has certain rights to license the brand to third-parties and either Motorola Mobility or licensed third-parties may use the brand in ways that make the brand less attractive for customers of Motorola Solutions, creating increased risk that Motorola Solutions may need to develop an alternate or additional brand. Motorola Mobility may require us to adopt modifications to the Motorola Marks, and this could negatively impact our business, including costs associated with rebranding.

Neither Motorola Mobility nor Lenovo is prohibited from selling the Motorola Marks. In the event of a liquidation by Lenovo or the then-owner of the Motorola Marks, it is possible that a bankruptcy court would either (i) permit the Motorola Marks to be assigned to a third-party whose interests may be incompatible with ours, thereby potentially making the license arrangement difficult to administer and increasing the costs and risks of sharing the Motorola Marks, or (ii) refuse to uphold the license or certain of its terms, which could negatively affect our business, results of operations and financial condition.

Risks Related to Financial Performance or Economic Conditions

As we are a global company, we face a number of risks related to current global economic and political conditions in the markets in which we operate that have and could continue to unfavorably impact our business, financial condition, results of operations and cash flows.

Global economic and political conditions continue to be challenging for many of our government and enterprise markets, as economic growth in many countries has remained low or declined, currency fluctuations have impacted profitability, credit markets have remained tight for certain counterparties of ours and some of our customers are dependent on government grants to fund purchases of our products and services.

In addition, global conflicts, as well as the results of elections or other political conditions such as government shutdowns, have created, and could create in the future, many economic and political uncertainties that impact worldwide markets, including impacts relating to trade policy decisions, such as new or increased tariffs or retaliatory measures imposed or proposed by governments and their trade partners, potential trade wars and related legal challenges or prolonged uncertainty in trade relationships, and threats to national security vulnerabilities linked to country of origin. The length of time these adverse economic and political conditions may persist is unknown.

These global economic and political conditions have impacted and could continue to impact our business, financial condition, results of operations, and cash flows in a number of ways, including:

- Requests by certain of our customers that we provide vendor financing, including in response to financial challenges surrounding state and local governments, which may cause us to retain exposure to the credit quality of our customers who we finance if we are unable to sell these receivables on terms acceptable to us.
- The inability of certain of our customers to obtain financing in order to make purchases from us and/or maintain their business, which may negatively impact our financial results.
- Challenges we face in budgeting and forecasting due to economic uncertainties in various parts of the U.S. and world economy, which could negatively impact our financial results if such budgets or forecasts are inaccurate.
- Deferment or cancellation of purchases and orders by customers may occur due to uncertainty about current and future global economic conditions, which could reduce future demand for our products and negatively impact our financial results.
- Intensifying political instability in a number of markets in which we operate could have a significant impact on our ability to grow and, in some cases, operate in such locations, which could negatively impact our financial results.

We may not continue to have access to the capital markets for financing on acceptable terms and conditions, particularly if our credit ratings are downgraded, which could limit our ability to repay our indebtedness and could cause liquidity issues.

From time to time we access the capital markets to obtain financing. Our access to the capital markets and the bank loan markets at acceptable terms and conditions are impacted by many factors, including: (i) our credit ratings, (ii) the condition of the overall capital markets, (iii) strength and credit availability in the banking markets, and (iv) the state of the global economy. In addition, we frequently access the credit markets to obtain performance bonds, bid bonds, standby letters of credit and surety bonds, as well as to hedge foreign exchange risk and sell receivables. Furthermore, we may not be able to refinance our existing indebtedness (i) on commercially reasonable terms, (ii) on terms, including with respect to interest rates, as favorable as our current debt, or (iii) at all. We may not continue to have access to the capital markets or bank credit markets on terms acceptable to us and if we are unable to repay or refinance our debt, we cannot guarantee that we will be able to generate enough cash flows from operations or that we will be able to obtain enough capital to service our debt, fund our planned capital expenditures or pay future dividends.

We are rated investment grade by all three national rating agencies. Any downward changes by the rating agencies to our credit rating may negatively impact the value and liquidity of both our debt and equity securities. Under certain circumstances, an increase in the interest rate payable by us under our credit and term loan facilities, if any amounts are borrowed under any such facility, could negatively affect our operating cash flows. In addition, a downgrade in our credit ratings could limit our ability to: (i) access the capital markets or bank credit markets, (ii) issue commercial paper, (iii) provide performance bonds, bid bonds, standby letters of credit and surety bonds, (iv) hedge foreign exchange risk, (v) fund our foreign affiliates, (vi) sell receivables, and (vii) obtain favorable trade terms with suppliers. In addition, we may avoid taking actions that would otherwise benefit us or our stockholders, such as engaging in certain acquisitions or engaging in stock repurchases, that would negatively impact our credit rating.

Our exposure to exchange rate fluctuations on cross-border transactions and the translation of local currency results into U.S. dollars could negatively impact our results of operations.

We conduct business through our subsidiaries in many different countries, and fluctuations in currency exchange rates could have a significant impact on our reported consolidated results of operations, financial condition and cash flows, which are presented in U.S. dollars. Cross-border transactions, both with external parties and intercompany relationships, result in increased exposure to foreign exchange effects. Accordingly, significant changes in currency exchange rates, particularly the Euro, British pound, Australian dollar and Canadian dollar, has had in the past, and could continue to, cause fluctuations in the reported results of our businesses' operations that could negatively affect our results of operations. Additionally, the strengthening of certain currencies such as the U.S. dollar potentially exposes us to competitive threats from lower cost producers in other countries. Our sales are translated into U.S. dollars for reporting purposes. The strengthening of the U.S. dollar has in the past, and could continue to, negatively affect our results of operations.

Returns on pension and retirement plan assets and interest rate changes could affect our earnings and cash flows in future periods.

We have underfunded pension obligations, in part resulting from the fact that we retained almost all of the U.S. pension liabilities and a major portion of our non-U.S. pension liabilities following our past divestitures. The funding position of our pension plans is affected by the performance of the financial markets, particularly the equity and debt markets, and the interest rates used to calculate our pension obligations for funding and expense purposes. Minimum annual pension contributions are determined by government regulations and calculated based upon our pension funding status, interest rates, and other factors. If the financial markets perform poorly, we have been and could be required to make additional large contributions. The equity and debt markets can be volatile, and therefore our estimate of future contribution requirements can change dramatically in relatively short periods of time. Similarly, changes in interest rates can affect our contribution requirements. In volatile capital market environments, the uncertainty of material changes in future minimum required contributions increases.

Item 1B: Unresolved Staff Comments

None.

Item 1C: Cybersecurity

Risk Management & Strategy

We assess, identify and manage material risks from cybersecurity threats through various protective policies, procedures and processes, including through: (1) the monitoring responsibilities of our cybersecurity program; (2) our information security policies and standards, including our global incident response procedure; (3) our audit services department's annual enterprise risk management ("ERM") assessment; (4) our third-party cybersecurity risk assessment program; and (5) cybersecurity insurance.

Designed to maintain the confidentiality, integrity and availability of customer and internal company information, our cybersecurity program focuses on protecting our enterprise information systems and the secure development and deployment of our products. We monitor for critical vulnerabilities and threat actor activity, and work to create a unified view to prioritize protecting our critical infrastructure (including potential impacts to key third-party service providers to the Company). The cybersecurity program, which is led by our Vice President of Cybersecurity & Information Technology Infrastructure, holds regular meetings to review ongoing internal information security operations, including by reviewing the Company's information security policies, controls, investigations, and responses. We assess the effectiveness of our cybersecurity program using self-assessments and independent third-party analyses, and evaluate our program using frameworks such as the National Institute of Standards and Technology ("NIST") Cybersecurity Framework. In addition to these independent third-party analyses, third-parties also provide services to support our cybersecurity in several ways, such as through penetration testing and commercial information security threat sharing networks, and by assisting with tabletop exercises and certain monitoring activities.

We have designed and implemented a global incident response procedure, which helps enable us to quickly detect, respond to, and recover from third-party malicious attacks and potential security incidents. This procedure includes formal steps to review incidents and implement improvements, including steps to involve the Vice President of Cybersecurity & Information Technology Infrastructure, as appropriate. In addition, we have other specific information security policies and standards, organized to align with various NIST frameworks, which we use to manage our cybersecurity risks.

Assessing, identifying and managing cybersecurity risks are integrated into our audit services department's annual ERM assessment, which is designed to identify, assess, prioritize, mitigate and monitor our principal risks. The ERM assessment considers the probability, impact and velocity of potential risks, providing management and the Audit Committee with an overarching and objective view of the Company's risk management activities. Audit services identifies and conducts engagements utilizing inputs from the ERM assessment. The engagements span financial, operational, strategic and compliance risks, with a view to assessing risks over a two-year time horizon. The engagement results assist management in maintaining acceptable risk levels. The Vice President of Audit Services reports directly to the Audit Committee as well as to the Chief Financial Officer and meets regularly with the Audit Committee and its chairperson, including in executive sessions. Separately, the Vice President of Audit Services and Vice President of Ethics & Compliance head an internal cross-functional team (including members from our cybersecurity and data privacy programs, among others) that holds regular meetings to discuss the key risks facing the Company and related mitigation efforts, including cybersecurity risks. Cybersecurity risk is tracked as a principal risk within the context of the ERM assessment.

In addition, we have processes designed to oversee and identify risks from cybersecurity threats associated with our use of third-party service providers. Pursuant to our third-party cybersecurity risk assessment program, any outsource partners and suppliers that have access to the Company's data or customer data complete a risk assessment prior to the Company engaging with such parties. Using the assessments, our cybersecurity program looks to determine any gaps and identified risks, and then appropriate teams within the Company work to track and remediate such risks. These third-party risk assessments are foundational for how we manage and monitor our software supply chain and service providers.

To further complement the processes described above, we maintain insurance related to cybersecurity risks. We maintain a broad portfolio of insurance coverage, leveraging the products of multiple companies to help ensure appropriate protection.

We are subject to attempts to compromise our information technology systems from both internal and external sources. Like all information technology systems, our systems have been in the past, and could be in the future, vulnerable to damage, unauthorized access or interruption from a variety of sources. As of the filing of this Form 10-K, we are not aware of any such attacks that have occurred since the beginning of 2025 that have materially affected, or are reasonably likely to materially affect, us, including our business strategy, results of operations or financial condition. However, if as a result of any future attacks our information technology systems are significantly damaged, cease to function properly or are subject to a significant cybersecurity breach, we may suffer an interruption in our ability to manage and operate our business, and our business strategy, results of operations or financial condition could be adversely affected. Such attacks, whether or not successful, could damage our reputation and result in significant costs related to, for example, repairing or replacing our IT systems; the loss of critical data; interruptions or delays in our ability, or that of our customers, to perform critical functions; defending against claims for breach of contracts, tort and other civil claims without adequate indemnification from our suppliers; providing time-sensitive notification requirements; and providing modifications or replacements to our products and services. In addition, the volume, frequency and sophistication of these threats (including through the use of AI) continues to grow and the complexity and scale of the systems to be protected continues to increase. See "Risks Related to Information Technology and Intellectual Property" in "Part I. Item 1A. Risk Factors" of this Form 10-K for further information.

Corporate Governance

Our Board has delegated to the Audit Committee the responsibility to oversee risks related to cybersecurity threats. Specifically, subject to oversight by the full Board, the Vice President of Cybersecurity & Information Technology Infrastructure provides the Audit Committee with periodic cybersecurity and information security reports, including recent cybersecurity incidents and the potential threat landscape pertaining to the cybersecurity of our products and operations. Annually, the Vice President of Audit Services also reviews the results of the ERM assessment with the Audit Committee. In addition, a subset or the full group of certain individuals, such as our Chief Information Officer, Vice President of Cybersecurity & Information Technology Infrastructure, and Data Protection Officer, present at least once per year to the Audit Committee regarding cybersecurity and data privacy risk topics. The full Board is regularly informed about such risks through Audit Committee reports and presentations.

Our Vice President of Cybersecurity & Information Technology Infrastructure, along with the respective teams, are in charge of assessing and managing our risks related to cybersecurity, including by setting our strategy, policies, standards and processes in these areas, as further described above under "Risk Management & Strategy." Utilizing the processes noted above, these teams remain informed about and monitor the prevention, detection, mitigation and remediation of cybersecurity incidents.

Our Vice President of Cybersecurity & Information Technology Infrastructure has over thirty years of work experience in the information technology field, specifically information security. This individual began their career as a security engineer, progressing to a security architect, and then to overall leader of the Cybersecurity and Information Technology Infrastructure functions at the Company. This individual holds a Master of Computer Science degree. This individual also maintains a Certified Information Security Manager (CISM) certification from ISACA, an international professional organization focused on IT governance, as well as a Certified Information Systems Security Professional (CISSP) certification from the International Information System Security Certification Consortium (ISC2), a leading member association for cybersecurity professionals.

Item 2: Properties

As of February 6, 2026, the material properties that we used in connection with our business, serving all segments, are as follows. We believe these properties are suitable and adequate for our current business operations.

Location	Approximate Operating Size in Sq. Ft. (In thousands)	Owned vs. Leased	Purpose
Elgin, Illinois, U.S.	301	Leased	Manufacturing, assembly, staging and distribution
Schaumburg, Illinois, U.S.	282	Leased	Research & development and customer support
Penang, Malaysia	234	Leased	Distribution, research & development and corporate administrative
Krakow, Poland	191	Leased	Research & development and corporate administrative
Plantation, Florida, U.S.	172	Leased	Research & development and corporate administrative
Tel Aviv, Israel	139	Leased	Research & development and corporate administrative
Allen, Texas, U.S.	138	Owned	Research & development and corporate administrative
Schio, Italy	125	Leased	Manufacturing, engineering and administrative
Chicago, Illinois, U.S.	102	Leased	Corporate administrative (global headquarters)
Los Angeles, California, U.S.	86	Leased	Research & development, manufacturing and administrative
Vancouver, BC, Canada	70	Leased	Research & development and corporate administrative

Item 3: Legal Proceedings

In addition to the matter referenced below, we are subject to legal proceedings and claims that have not been fully resolved and which have arisen in the ordinary course of business. In the opinion of management, the ultimate disposition of these matters will not have a material adverse effect on our consolidated financial position, liquidity or results of operations. However, an unfavorable resolution could have a material adverse effect on our consolidated financial position, liquidity or results of operations in the periods in which the matters are ultimately resolved, or in the periods in which more information is obtained that changes management's opinion of the ultimate disposition.

Refer to the description of "Hytera Civil Litigation" in "Note 12: Commitments and Contingencies" to our consolidated financial statements included in "Part II. Item 8. Financial Statements and Supplementary Data" of this Form 10-K for information regarding our legal proceedings.

Item 4: Mine Safety Disclosures

Not applicable.

Information about our Executive Officers

The following are the persons who are the executive officers of the Company, their ages, and current titles as of February 12, 2026 and the positions they have held during the last five years with the Company or as otherwise noted:

Gregory Q. Brown; age 65; Chairman and Chief Executive Officer since May 3, 2011.

Katherine Maher, age 43; Corporate Vice President and Chief Accounting Officer since March 14, 2022; Vice President and Corporate Controller from November 2021 to March 2022; and Finance Director, North America Credit & Systems Integration, from July 2020 to November 2021.

John P. "Jack" Molloy; age 54; Executive Vice President and Chief Operating Officer since November 18, 2021 and Executive Vice President, Products and Sales from August 2018 to November 2021.

Kathryn Moore; age 53; Senior Vice President, Human Resources since January 1, 2025; Corporate Vice President, Human Resources from February 2022 to December 2024; and Vice President, Human Resources from June 2019 to February 2022.

Rajan S. Naik; age 54; Senior Vice President, Strategy and Ventures, since December 2017.

James A. Niewiara; age 57; Senior Vice President, General Counsel since February 1, 2023; and Senior Vice President, Commercial Law, Litigation, Antitrust & Intellectual Property from April 2020 to January 2023.

Mahesh Saptharishi; age 48; Executive Vice President and Chief Technology Officer since November 18, 2021; Senior Vice President, Software Enterprise and Mobile Video, and Chief Technology Officer from June 2021 to November 2021; Chief Technology Officer & Senior Vice President, Software Enterprise from April 2021 to June 2021; and Senior Vice President, Chief Technology Officer from February 2019 to April 2021.

Jason J. Winkler; age 51; Executive Vice President and Chief Financial Officer since July 1, 2020.

Cynthia M. Yazdi; age 61; Senior Vice President, Chief of Staff to the Chairman and CEO since August 18, 2025; Senior Vice President, Communications & Brand from February 2022 to August 2025; Senior Vice President, Chief of Staff, Communications & Brand and Motorola Solutions Foundation from November 2021 to February 2022; and Senior Vice President, Chief of Staff, Marketing and Communications and Motorola Solutions Foundation from August 2018 to November 2021.

The above executive officers will serve as executive officers of the Company until the regular meeting of the Board of Directors in May 2026 or until their respective successors are elected. There is no family relationship between any of the executive officers listed above.

PART II

Item 5: Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities

Motorola Solutions' common stock is listed on the New York Stock Exchange and trades under the symbol "MSI." The number of stockholders of record of its common stock on February 6, 2026 was 15,632. This figure does not include a substantially greater number of "street name" holders whose shares are held of record by banks, brokers and other financial institutions.

During 2025, we declared regular quarterly dividends of $1.09 per share of our common stock for each of the first three quarters of fiscal 2025, and $1.21 per share of our common stock for the fourth quarter of fiscal 2025. While we expect to continue to pay comparable regular quarterly dividends in 2026, any future dividend payments will be at the discretion of our Board of Directors and will depend upon our profits, financial requirements and other factors, including legal restrictions on the payment of dividends, general business conditions and such other factors as our Board of Directors deems relevant.

Unregistered Sales of Equity Securities

On November 18, 2025, the Company issued 2,146 shares of common stock in connection with the acquisition of Blue Eye to certain former shareholders of the corporation. The stock was issued for an aggregate grant fair value of $1 million that will be expensed over an average service period of two years. The foregoing transaction did not involve any underwriters, any underwriting discounts or commissions, or any public offerings. The shares with respect to the transaction were issued in reliance upon the exemption from registration provided by Section 4(a)(2) of the Securities Act of 1933, as amended, in a privately negotiated transaction not involving any public offerings or solicitations.

Issuer Purchases of Equity Securities

The following table provides information with respect to acquisitions by the Company of shares of its common stock during the quarter ended December 31, 2025.

Period	*(a) Total Number of Shares Purchased*		*(b) Average Price Paid per Share* [(1)]	*(c) Total Number of Shares Purchased as Part of Publicly Announced Plans or Program* [(2)]		*(d) Approximate Dollar Value of Shares that May Yet Be Purchased Under the Plans or Program* [(2)]
09/26/2025 to 10/23/2025	275,067	$	451.25	275,067	$	1,449,245,273
10/24/2025 to 11/20/2025	675,898	$	395.02	675,898	$	1,182,253,478
11/21/2025 to 12/30/2025	266,849	$	370.72	266,849	$	1,083,326,456
Total	1,217,814	$	402.40	1,217,814		

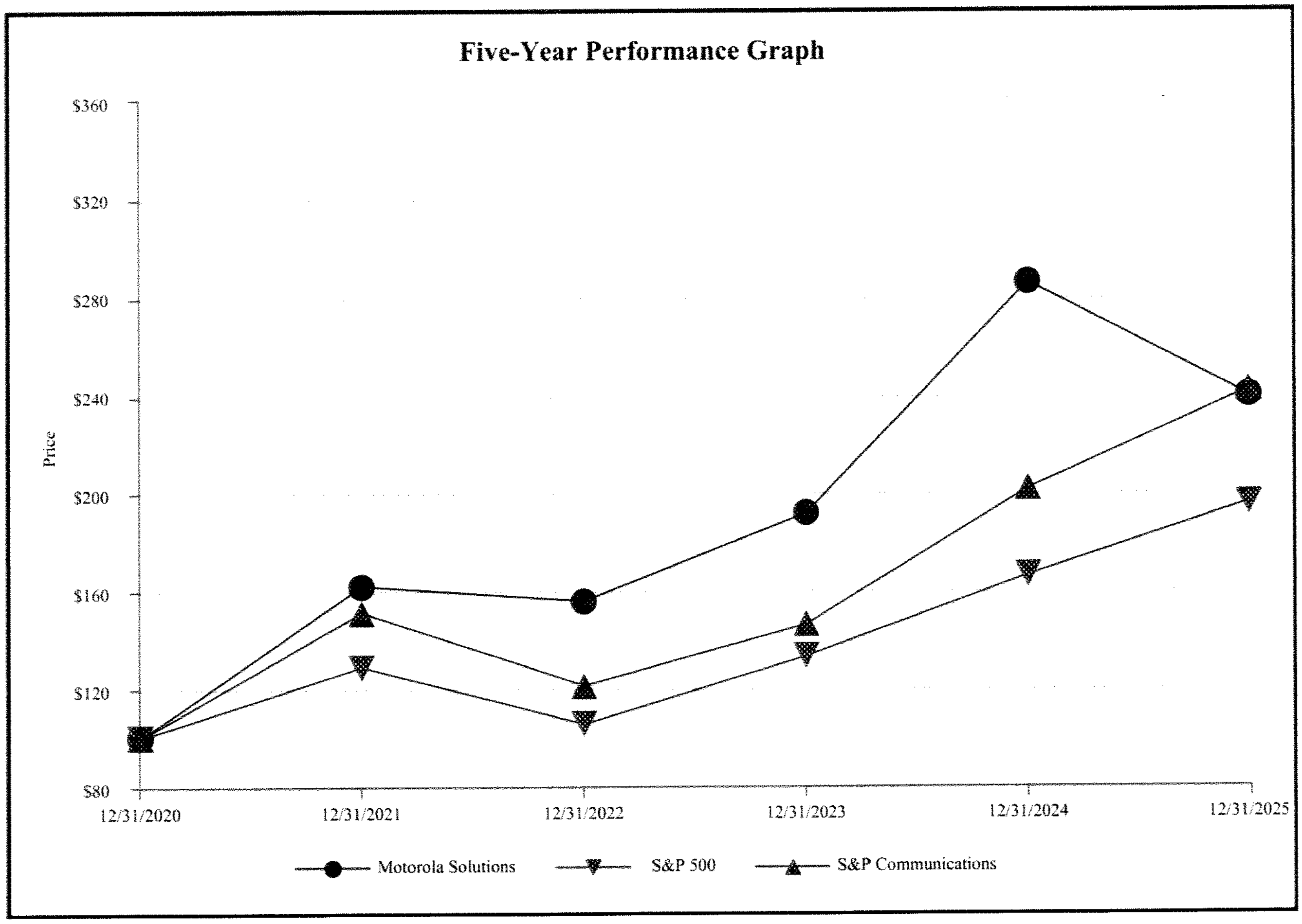
(1) Average price paid per share of common stock repurchased excludes commissions paid to brokers and excise tax. As of Januar 2023, the Company's share repurchases in excess of issuances are subject to a 1% excise tax enacted by the Inflation Reduction of 2022. The amount of excise tax incurred is included in the Company's Consolidated Statement of Stockholders' Equity for the y ended December 31, 2025.

(2) As originally announced on July 28, 2011, and subsequently amended, the Board of Directors has authorized the Company to repurchase an aggregate amount of up to $18.0 billion of its outstanding shares of common stock (the "share repurchase program" The share repurchase program does not have an expiration date. As of December 31, 2025, the Company had used approximately $16.9 billion to repurchase shares, leaving approximately $1.1 billion of authority available for future repurchases.

Performance Graph

The following graph compares the five-year cumulative total shareholder returns of Motorola Solutions, Inc., the S&P 500 Index and the S&P Communications Equipment Index.

This graph assumes $100 was invested in the stock or the indices on December 31, 2020 and reflects the reinvestment of dividends.



Years Ended December 31	2020	2021	2022	2023	2024	2025
Motorola Solutions	$ 100.00	$ 161.91	$ 155.74	$ 191.61	$ 285.73	$ 239.54
S&P 500	100.00	128.68	105.36	133.03	166.28	195.98
S&P Communications Equipment	100.00	151.31	121.24	146.05	201.64	241.63

Item 6: [Reserved.]

Item 7: Management's Discussion and Analysis of Financial Condition and Results of Operations

The following is a discussion and analysis of our financial position as of December 31, 2025 and 2024 and results of operations and cash flows for each of the three years in the period ended December 31, 2025. This commentary should be read in conjunction with our consolidated financial statements and the notes thereto appearing under "Item 8: Financial Statements and Supplementary Data."

Executive Overview

Our Business

Motorola Solutions is a global leader in mission-critical safety and security technologies for public safety, government, including defense, and enterprise customers. Our business is focused on safety and security driven by our commitment to help create safer communities, safer schools, safer hospitals, safer businesses, and ultimately, safer nations. Grounded in nearly 100 years of close customer and community collaboration, we design and advance technology for more than 100,000 customers in over 100 countries, with the goal of making everywhere safer for all.

Our ecosystem of safety and security technologies is managed through two segments: "Products and Systems Integration" and Software and Services". Within these segments, we have three principal product lines in which we report net sales: Mission Critical Networks ("MCN"), Video Security and Access Control ("Video") and Command Center. Our strategy is to generate value through our technologies that help meet the changing needs of our customers around the world in protecting people, property and places. While each technology individually strives to make users safer and more productive, we believe we can enable better outcomes for our customers by uniting these technologies as a comprehensive integrated safety and security system. Our goal is to help dismantle silos and barriers between people and systems, so that data unifies, information flows, operations run and collaboration improves to help strengthen safety and security everywhere.

We have invested across these three technologies organically and through acquisitions to evolve our land mobile radio ("LMR") focus and expand our ecosystem of safety and security products and services. Across all three technologies, we offer artificial intelligence ("AI")-powered capabilities and software solutions, services such as cybersecurity subscription services and managed and support services.

We support public safety and defense agencies in their mission to help protect communities and countries. We additionally serve our growing base of enterprise customers, including schools, hospitals, businesses and stadiums, as the criticality of safety and security becomes increasingly important. Across these diverse sectors, our technologies facilitate the connection between those in need and those who can help, enabling the collaboration that is critical for a more proactive approach to safety and security.

This collaboration is clearly illustrated in a school setting: When a teacher presses a panic button, our technologies can automatically notify local law enforcement, trigger a lockdown to secure all entries, share live video feeds with first responders and send mass notifications to key stakeholders. This integrated workflow helps schools to detect, respond to and resolve safety and security threats faster and more effectively.

The principal products within each segment, by technology, are described below:

Products and Systems Integration Segment

In 2025, the segment's net sales were $7.3 billion, representing 62% of our consolidated net sales.

MCN

Our MCN technology includes infrastructure and devices for LMR, mobile ad-hoc network ("MANET") technology, as well as devices for public safety Long Term Evolution ("LTE") and public carrier LTE. Our technology enables voice and multimedia collaborations across two-way radio, Wi-Fi and public and private broadband networks. We are a global leader in the two-way radio category, including Project 25 (P25), Terrestrial Trunked Radio (TETRA) and Digital Mobile Radio (DMR), as well as other professional and commercial radio ("PCR") solutions. We also deliver LTE solutions for public safety, government, including defense, and enterprise users, with our portfolio of devices operating in both low-band and mid-band frequencies. Additionally, through our MANET and High Frequency (HF) and Very High Frequency (VHF) communications technologies, we support defense, government and disaster relief agency customers that require dynamic, mobile and tactical point-to-point voice and data communications in remote or contested environments without the need for fixed infrastructure.

We believe that public safety, government agencies, including defense, and enterprises continue to trust mission-critical communications systems and devices because they are purpose-built and designed for reliability, availability, security and resiliency to help keep people connected even during the most challenging conditions.

By extending our two-way radios with broadband data capabilities, we strive to provide our customers with greater functionality and multimedia access to the information and data they need in their workflows. Examples include application services such as GPS location to better protect lone workers, job dispatch to assign work orders and over-the-air programming to optimize device uptime. Our view is that complementary data applications such as these enable our customers to work more efficiently and safely, while maintaining their mission-critical voice communications to remain connected and working in collaboration with others.

Primary sources of revenue for this technology come from selling devices and building communications systems, including the installation and integration of our infrastructure equipment within our customers' operations. The MCN technology within the Products and Systems Integration segment represented 84% of the net sales of the total segment in 2025.

Video

Our Video technology includes video management infrastructure, AI-powered security cameras including fixed and certain mobile video equipment, as well as on-premises and cloud-based access control solutions. We deploy video security and access control solutions to thousands of government, public safety and enterprise customers around the world, including schools, transportation systems, healthcare centers, public venues, commercial real estate, utilities, prisons, factories, casinos, airports, financial institutions, government facilities, state and local law enforcement agencies and retailers.

Organizations utilize video security and access control to verify critical events or incidents in real-time and to provide evidentiary data to investigate an event after it occurs. Our view is that government and public safety customers are increasingly turning to video security technologies to increase visibility, accountability and safety for communities and first responders alike.

The Video technology within the Products and Systems Integration segment represented 16% of the net sales of the total segment in 2025.

Software and Services Segment

In 2025, the segment's net sales were $4.4 billion, representing 38% of our consolidated net sales.

MCN

MCN services include support and managed services, which offer a broad continuum of support for our customers. Support services include repair and replacement, technical support and preventative maintenance, and more advanced offerings such as system monitoring, software updates and cybersecurity services. Managed services range from partial to full operational support of customer-owned or Motorola Solutions-owned communications systems. Our customers' systems often have multi-year or multi-decade lifespans that help drive demand for software upgrades, as well as additional services to monitor, manage, maintain and secure these complex networks and solutions. We strive to deliver services to our customers that help improve performance across their systems, devices and applications for greater safety and productivity.

Given the mission-critical nature of our customers' operational environments, we aim to design the mission-critical networks they rely on for reliability, availability, security and resiliency. We have a comprehensive approach to system upgrades that addresses hardware, software and implementation services. As new system releases and data security updates become available, we work with our customers to upgrade software, hardware, or both. This may include site controllers, comparators, routers, LAN switches, servers, dispatch consoles, logging equipment, network management terminals, network security devices such as firewalls and intrusion detection sensors, on-site or remotely.

The MCN technology within the Software and Services segment represented 58% of the net sales of the total segment in 2025.

Video

Video software includes video network management and access control software, decision management and digital evidence management software, certain mobile video equipment and advanced vehicle location data analysis software, including license plate recognition, site protection, and mailroom and visitor management software. Our software is designed to complement video hardware systems, providing end-to-end video security to help keep people, property and places safe.

Our video network management software integrates AI-powered analytics to deliver operational insights to our customers by bringing attention to important events within their video footage. Given the growing volume of video content, we believe that AI-powered analytics are critical to delivering meaningful, action-oriented insights. Our view is that these insights can help to proactively detect an important event in real time as well as reactively search video content to investigate an important event that occurred in the past. For example, AI-powered analytics can highlight a person at a facility out of hours (unusual activity), locate a missing child at a theme park (appearance search), automate video verification workflows for building access (site protection), flag a vehicle of interest at a school (license plate recognition), send an alert if doors to a restricted area are propped open at a hospital (access control), trigger a school's customized lockdown plan while simultaneously alerting first responders and sharing the school's video footage (decision management) or redact people and objects in video evidence for investigations (digital evidence management).

Our cloud technologies can offer organizations the ability to access, search and manage their video security intrusion, access control, mailroom and visitor management systems from a centralized dashboard, accessible on remote devices such as smartphones and laptops via web browser or mobile app. Additionally, our on-premises fixed video systems can be connected to the cloud, enabling our customers to securely access and manage video across their sites from a remote or central monitoring location. We believe that governments, public safety agencies and enterprises are increasingly turning to scalable, cloud-based multi-factor authentication access control to make their facilities more secure.

Our Video services include our "hardware-as-a-subscription" offerings for law enforcement, simplifying procurement by offering cameras in a predictable subscription. Our body cameras can be paired with either on-premises or cloud-based digital evidence management software and complementary command center products. Our cloud solutions are also sold as-a-service, available from single-year to multi-year hosted services, supporting our customers with upgrades and software enhancements to help ensure system performance and technological advancement. We also provide central monitoring services for customers who prefer a turnkey offering.

The Video technology within the Software and Services segment represented 21% of the net sales of the total segment in 2025.

Command Center

Our Command Center portfolio offers cloud-native, on-premises and hybrid software solutions that support the entire public safety workflow, from the initial 911 call through case closure. Our portfolio includes software applications and AI-powered capabilities that unify voice and data from public safety agencies, enterprises and the community, enabling a broad informational view of operations and incidents while helping to accelerate workflows and improve the accuracy, speed and trust of decisions. Our software serves call takers, dispatchers, first responders, intelligence analysts, records and evidence specialists, detectives, crime analysts, and corrections officers.

Command Center also includes interoperability solutions, ensuring communication across LMR and broadband networks, enabling critical connectivity solutions for both public safety and enterprise customers. We provide flexibility with both cloud-native applications for the command center and devices, as well as cloud features that augment existing on-premises applications, allowing customers to optimize technology investments and adopt a hybrid approach.

The Command Center technology within the Software and Services segment represented 21% of the net sales of the total segment in 2025.

2025 Financial Results

- Net sales were $11.7 billion in 2025 compared to $10.8 billion in 2024.
- Operating earnings were $3.0 billion in 2025 compared to $2.7 billion in 2024.
- Net earnings attributable to Motorola Solutions, Inc. were $2.2 billion, or $12.75 per diluted common share in 2025, compared to earnings of $1.6 billion, or $9.23 per diluted common share in 2024.
- Our operating cash flow was $2.8 billion in 2025 compared to $2.4 billion in 2024.
- We returned approximately $1.9 billion of capital to shareholders, in the form of $728 million in dividends and $1.2 billion in share repurchases in 2025.
- We increased our quarterly dividend by 11% to $1.21 per share in November 2025.
- We ended 2025 with a backlog position of $15.7 billion, up $1.0 billion compared to 2024.

Segment Financial Highlights

- In the Products and Systems Integration segment, net sales were $7.3 billion in 2025, an increase of $370 million, or 5%, compared to $6.9 billion in 2024. On a geographic basis, net sales increased in both the North America and International regions. Operating earnings were $1.8 billion in 2025, compared to $1.7 billion in 2024. Operating margins were 24.3% in both 2025 and 2024 primarily driven by higher sales, improved gross margins and a gain related to the Hytera litigation, partially offset by higher employee incentive costs and an increase in intangible amortization expenses.
- In the Software and Services segment, net sales were $4.4 billion in 2025, an increase of $495 million, or 13%, compared to $3.9 billion in 2024. On a geographic basis, net sales increased in both the North America and International regions. Operating earnings were $1.2 billion in 2025, compared to $1.0 billion in 2024. Operating margins increased in 2025 to 27.7% from 25.7% in 2024 primarily driven by higher sales and improved operating leverage, partially offset by higher expenses associated with acquired businesses and higher employee incentive costs.

Recent Events

Macroeconomic Environment Update

The current global trade environment is complex and evolving. In 2025, the U.S. initiated a series of trade actions which imposed new tariffs and increased existing tariffs on goods imported from various countries, contributing to a global trade landscape subject to evolving tariffs, import/export regulations, including restrictions around rare earth minerals, trade barriers and trade disputes. We continue to monitor the impact of the current trade environment, including tariffs implemented under the International Emergency Economic Powers Act (IEEPA), for the impacts of policy volatility, pending judicial outcomes, and evolving geopolitical events that may impact our supply chain costs and operational efficiency. In addition, we are observing shifting dynamics in the memory market driven by substantial demand from the AI data center sector. As a result, we continue to observe elevated volatility and uncertainty around the global supply chain.

We engage with global suppliers across a diverse network of locations around the world. We continue to work with our global supply base to mitigate our exposure to the risks to global reciprocal (and sectoral) tariffs, navigate import/export regulations that have developed, and which may continue to develop, and mitigate our exposure to rising costs to facilitate continued supply at levels in order to meet our current customer demand. As a result of the dynamic global supply chain environment, we have experienced increased costs on materials and components, which we have substantially mitigated during 2025 and for which we expect to continue to develop mitigation actions going forward.

We continue to see demand for our products and services supported by a multitude of funding sources. In July 2025, the "One Big Beautiful Bill Act" ("OBBBA") was enacted into law by the President of the United States, which provided a number of changes including funding over the next four years for border security, national security and other opportunities. We expect OBBBA to provide an additional source of funding to our federal government customers over the four-year period available through OBBBA.

Recent Acquisitions

Segment	Technology	Acquisition	Description	Purchase Price	Date of Acquisition
Software and Services	Video Security and Access Control	Blue Eye	Provider of AI-powered enterprise remote video monitoring ("RVM") services.	$79 million and share-based compensation of $1 million	November 18, 2025
Products and Systems Integration & Software and Services	Mission Critical Networks	Silvus	Designer and developer of software-defined high-speed MANET technology.	$4.4 billion and share-based compensation of $20 million	August 6, 2025
Software and Services	Command Center	Theatro	Creator of AI and voice-powered communication and digital workflow software for frontline workers.	$174 million and share-based compensation of $5 million	March 6, 2025
Software and Services	Command Center	RapidDeploy	Provider of cloud-native 911 solutions.	$240 million and share-based compensation of $6 million	February 21, 2025
Software and Services	Command Center	3tc Software	Provider of control room software solutions.	$23 million and share-based compensation of $4 million	October 29, 2024
Software and Services	Command Center	Noggin	Provider of cloud-based business continuity planning, operational resilience and critical event management software.	$92 million and share-based compensation of $19 million	July 1, 2024
Software and Services	Video Security and Access Control	Unnamed vehicle location and management solutions business	Provider of vehicle location and management solutions.	$132 million and share-based compensation of $3 million	July 1, 2024
Products and Systems Integration	Video Security and Access Control	Silent Sentinel	Provider of specialized, long-range cameras.	$37 million	February 13, 2024
Products and Systems Integration	Video Security and Access Control	IPVideo	Creator of a multifunctional safety and security device.	$170 million and share-based compensation of $5 million	December 15, 2023

Looking Forward

We expect continued growth opportunities spanning public safety, government, including defense, and enterprise industries, driven by investments, including acquisitions, in our integrated ecosystem of MCN, Video and Command Center technologies. We believe uniting these safety and security technologies into a tightly integrated workflow enables better outcomes and drives long-term growth. We expect customers will increasingly turn to these integrated solutions to modernize operations and bridge data silos, streamlining workflows to enhance productivity, speed and safety.

As global threats and large-scale incidents rise, we believe our foundational communications backbone provides the scale, security and reliability that our customers depend on. Grounded in our mission-critical communications expertise, we enable the connectivity platform and services that integrate LMR, broadband and MANET that allows customers to operationalize intelligence across diverse environments, underscoring the necessity for secure, resilient networks. We further expect our investments in our intelligent network footprint will position us well within the defense sector as global investments in drones, unmanned systems and resilient tactical networks rise.

Within Video, we expect growth across our fixed and mobile solutions as we converge video with other mission-critical technologies. Our SVX body-worn assistant exemplifies this strategy by converging secure voice, video and AI into a single device to offer a highly differentiated solution. We believe other growth drivers include the expansion of advanced analytics and "video-as-a-service" beyond traditional enterprise markets to government, including defense, and public safety customers, and the continued adoption of cloud video security solutions. Additionally, we anticipate increasing demand for scalable, cloud-based access control and multi-factor authentication as facilities seek real time, centralized monitoring capabilities to enhance site security.

We believe our Command Center portfolio will continue to serve as the central operational hub for our customers, unifying technologies to streamline workflows from "911 call to case closure" and across complex enterprise environments, while accelerating the transition to our cloud solutions. Assist, our mission-critical AI, operationalizes intelligence across the command center to enable automation and deliver high-fidelity insights. In public safety, Assist enables 911 transcription, live translation and narrative development to accelerate response and enhance reporting accuracy. In enterprise settings, Assist enables proactive threat detection and operational efficiency to help protect personnel and assets.

We expect that our customers will continue to turn to cloud-based integrated solutions which will drive increased growth across our portfolio of native cloud and hybrid solutions. We remain focused on providing customers the flexibility to deploy technology with the model that best fits their sovereignty and operational needs. As the digital threat landscape evolves, we expect customers to increasingly rely on our cybersecurity protection and 24/7 managed and support services.

Results of Operations

	Years ended December 31					
(Dollars in millions, except per share amounts)	**2025**	**% of Sales ****	2024	% of Sales **	2023	% of Sales **
Net sales from products	**$ 6,770**		$ 6,454		$ 5,814	
Net sales from services	**4,912**		4,363		4,164	
Net sales	**11,682**		10,817		9,978	
Costs of product sales	**2,776**	**41.0 %**	2,674	41.4 %	2,591	44.6 %
Costs of services sales	**2,871**	**58.4 %**	2,631	60.3 %	2,417	58.0 %
Costs of sales	**5,647**	**48.3 %**	5,305	49.0 %	5,008	50.2 %
Gross margin	**6,035**	**51.7 %**	5,512	51.0 %	4,970	49.8 %
Selling, general and administrative expenses	**1,870**	**16.0 %**	1,752	16.2 %	1,561	15.6 %
Research and development expenditures	**970**	**8.3 %**	917	8.5 %	858	8.6 %
Other charges	**207**	**1.8 %**	155	1.4 %	257	2.6 %
Operating earnings	**2,988**	**25.6 %**	2,688	24.8 %	2,294	23.0 %
Other income (expense):						
Interest expense, net	**(302)**	**(2.6)%**	(227)	(2.1)%	(216)	(2.2)%
Other, net	**126**	**1.1 %**	(489)	(4.5)%	68	0.7 %
Total other expense	**(176)**	**(1.5)%**	(716)	(6.6)%	(148)	(1.5)%
Net earnings before income taxes	**2,812**	**24.1 %**	1,972	18.2 %	2,146	21.5 %
Income tax expense	**652**	**5.6 %**	390	3.6 %	432	4.3 %
Net earnings	**2,160**	**18.5 %**	1,582	14.6 %	1,714	17.2 %
Less: Earnings attributable to noncontrolling interests	**6**	**0.1 %**	5	— %	5	0.1 %
Net earnings*	**$ 2,154**	**18.4 %**	$ 1,577	14.6 %	$ 1,709	17.1 %
Earnings per diluted common share*	**$ 12.75**		$ 9.23		$ 9.93	

* Amounts attributable to Motorola Solutions, Inc. common shareholders.

** Percentages may not add due to rounding.

Geographic Market Sales by Locale of End Customer

	2025	2024	2023
North America	**72 %**	72 %	69 %
International	**28 %**	28 %	31 %
	100 %	100 %	100 %

Results of Operations—2025 Compared to 2024

Net Sales

	Years ended December 31		
(In millions)	**2025**	2024	% Change
Net sales from Products and Systems Integration	**$ 7,253**	$ 6,883	5 %
Net sales from Software and Services	**4,429**	3,934	13 %
Net sales	**$ 11,682**	$ 10,817	8 %

The Products and Systems Integration segment's net sales represented 62% of our net sales in 2025, compared to 64% of our net sales in 2024. The Software and Services segment's net sales represented 38% of our net sales in 2025, compared to 36% of our net sales in 2024.

Net sales increased by $865 million, or 8%, compared to 2024. The 13% increase in the Software and Services segment was driven by a 12% increase in the North America region and a 14% increase within the International region. The 5% increase in net sales within the Products and Systems Integration segment was driven by a 4% increase in the North America region and a 8% increase in the International region. The increase in net sales included:

- an increase in the Software and Services segment, inclusive of $120 million of revenue from acquisitions, driven by an increase in MCN, Video and Command Center; and
- an increase in the Products and Systems Integration segment, inclusive of $262 million of revenue from acquisitions, driven by growth in MCN and Video;
- inclusive of $35 million from favorable currency rates.

Regional results included:

- a 7% increase in the North America region, inclusive of revenue from acquisitions, driven by growth in MCN, Video and Command Center; and
- a 11% increase in the International region, inclusive of revenue from acquisitions, driven by growth in MCN, Video and Command Center.

Products and Systems Integration

The 5% increase in the Products and Systems Integration segment was driven by the following:

- a $327 million, or 6% growth in MCN, inclusive of revenue from acquisitions, driven by both the North America and International regions;
- a $43 million, or 4% growth in Video, driven by the North America region; and
- inclusive of $20 million from favorable currency rates.

Software and Services

The 13% increase in the Software and Services segment was driven by the following:

- a $220 million, or 9% growth in MCN, inclusive of revenue from acquisitions, driven by both the North America and International regions;
- a $157 million, or 20% growth in Video, inclusive of revenue from acquisitions, driven by both the North America and International regions;
- a $118 million, or 15% growth in Command Center, inclusive of revenue from acquisitions, driven by both the North America and International regions; and
- inclusive of $15 million from favorable currency rates.

Gross Margin

(In millions)	*Years ended December 31* 2025	2024	% Change
Gross margin from Products and Systems Integration	**$ 3,915**	$ 3,668	7 %
Gross margin from Software and Services	**2,120**	1,844	15 %
Gross margin	**$ 6,035**	$ 5,512	9 %

Gross margin was 51.7% of net sales in 2025 compared to 51.0% of net sales in 2024. The primary drivers of this increase in gross margin as a percentage of net sales were:

- a 1.0% increase in gross margin as a percentage of net sales in the Software and Services segment, inclusive of acquisitions, primarily driven by higher sales and expanded margins, including favorable mix; and
- a 0.7% increase in gross margin as a percentage of net sales in the Products and Systems Integration segment, inclusive of acquisitions, primarily driven by higher sales and lower direct material costs, despite higher tariffs.

Selling, General and Administrative ("SG&A") Expenses

(In millions)	*Years ended December 31* 2025	2024	% Change
SG&A expenses from Products and Systems Integration	**$ 1,478**	$ 1,392	6 %
SG&A expenses from Software and Services	**392**	360	9 %
SG&A expenses	**$ 1,870**	$ 1,752	7 %

SG&A expenses increased $118 million, or 7% in 2025 compared to 2024 primarily due to:

- an $86 million, or 6% increase in Products and Systems Integration SG&A expenses primarily due to higher employee incentive costs, including share-based compensation and investments in video, and higher expenses associated with acquired businesses, partially offset by lower expenses related to legal matters, including Hytera-related legal expenses; and
- a $32 million, or 9% increase in Software and Services SG&A expenses primarily due to higher expenses associated with acquired businesses and employee incentive costs, partially offset by lower expenses related to legal matters.

SG&A expenses were 16.0% of net sales in 2025 compared to 16.2% of net sales in 2024.

Research and Development ("R&D") Expenditures

(In millions)	*Years ended December 31* 2025	2024	% Change
R&D expenditures from Products and Systems Integration	**$ 598**	$ 575	4 %
R&D expenditures from Software and Services	**372**	342	9 %
R&D expenditures	**$ 970**	$ 917	6 %

R&D expenditures increased $53 million, or 6% in 2025 compared to 2024 primarily due to:

- a $30 million, or 9% increase in Software and Services R&D expenditures primarily due to higher employee incentive costs, including share-based compensation, and higher expenses associated with acquired businesses; and
- a $23 million, or 4% increase in Products and Systems Integration R&D expenditures primarily due to higher employee incentive costs and higher expenses associated with acquired businesses.

R&D expenditures were 8.3% of net sales in 2025 and 8.5% of net sales in 2024.

Other Charges

(In millions)	Years ended December 31 2025	2024
Other charges from Products and Systems Integration	**$ 78**	$ 25
Other charges from Software and Services	**129**	$ 130
Other charges	**$ 207**	$ 155

Other charges increased $52 million, or 34% in 2025 compared to 2024 due to a $53 million, or 212% increase in Products and System Integration and a $1 million, or 1% decrease in Software and Services. The increase was primarily driven by:

- $234 million of intangible asset amortization expense in 2025 compared to $152 million of intangible asset amortization expense in 2024, an increase primarily due to amortization of intangible assets from the acquisition of Silvus;
- $66 million of acquisition-related transaction fees in 2025, primarily due to the acquisition of Silvus, compared to $20 million of acquisition-related transaction fees in 2024;
- $44 million of reorganization of business expenses in 2025 compared to $26 million of reorganization of business expenses in 2024; and
- $15 million of legal settlements in 2025 compared to $7 million of legal settlements in 2024; partially offset by
- $157 million of gains on the Hytera litigation in 2025 compared to $61 million of gains in 2024 for the amounts recovered through legal proceedings due to theft of our trade secrets (see "Hytera Civil Litigation" within "Note 12: Commitments and Contingencies" to our consolidated financial statements in "Part II. Item 8. Financial Statements and Supplementary Data" of this Form 10-K for further information).

Operating Earnings

(In millions)	Years ended December 31 2025	2024
Operating earnings from Products and Systems Integration	**$ 1,761**	$ 1,676
Operating earnings from Software and Services	**1,227**	1,012
Operating earnings	**$ 2,988**	$ 2,688

Operating earnings increased $300 million, or 11% in 2025 compared to 2024. The increase in operating earnings was due to:

- a $215 million increase in the Software and Services segment from 2024 to 2025, primarily driven by higher sales, expanded margins, including favorable mix, improved operating leverage and lower expenses related to legal matters, partially offset by higher expenses associated with acquired businesses and higher employee incentive costs, including share-based compensation; and
- a $85 million increase in the Products and Systems Integration segment from 2024 to 2025, primarily driven by higher sales, a gain on the Hytera litigation (for further information regarding the Hytera litigation, refer to "Hytera Civil Litigation" within "Note 12: Commitments and Contingencies" in "Part II. Item 8. Financial Statements and Supplementary Data" of this Form 10-K), improved gross margins driven by lower direct material costs, despite higher tariffs, partially offset by higher employee incentive costs, including share-based compensation and investments in video, an increase in intangible amortization expense, an increase in acquisition related transaction fees, primarily related to the Silvus acquisition, and higher expenses associated with acquired businesses.

Interest Expense, net

(In millions)	Years ended December 31 2025	2024
Interest expense, net	**$ (302)**	$ (227)

The $75 million increase in net interest expense in 2025 compared to 2024 was primarily driven by higher outstanding debt partially offset by interest accruals related to audits with taxing authorities in foreign jurisdictions in 2024, which did not recur in 2025.

Other, net

(In millions)	Years ended December 31	
	2025	2024
Other, net	**$ 126**	$ (489)

The $615 million change in Other, net income in 2025 compared to Other, net expense in 2024 was primarily due to:

- $585 million of loss from the extinguishment of the $1.0 billion of 1.75% senior convertible notes issued to Silver Lake Partners (the "Silver Lake Convertible Debt") which was recognized in 2024 and did not recur in 2025;
- $42 million of gains on derivatives in 2025 compared to $19 million of losses on derivatives in 2024;
- $19 million of gains on fair value adjustments to equity investments in 2025 compared to $5 million of losses on fair value adjustments to equity investments in 2024; and
- $11 million of losses on assessments of uncertain tax positions recognized in 2024 that did not recur in 2025; partially offset by
- $55 million of foreign currency losses in 2025 compared to $2 million of foreign currency gains in 2024; and
- $124 million of net periodic pension and postretirement benefit in 2025 compared to $132 million of net periodic pension and postretirement benefit in 2024.

Effective Tax Rate

(In millions)	Years ended December 31	
	2025	2024
Income tax expense	**$ 652**	$ 390

Income tax expense increased by $262 million in 2025 compared to 2024, for an effective tax rate of 23.2%, which is higher than the current U.S. federal statutory rate of 21% primarily due to $80 million of tax expense for estimated 2025 U.S. state income taxes, partially offset by $38 million of benefits due to the recognition of excess tax benefits on share-based compensation.

Our effective tax rate in 2024 was 19.8%, which is lower than the current U.S. federal statutory rate of 21% primarily due to:

- $113 million benefit from our decision to implement a business initiative in 2024 which allows for additional utilization of foreign tax credit carryforwards on our 2023 U.S. tax return and current year generation of foreign tax credits;
- $99 million benefit from the foreign derived intangible income deduction inclusive of a higher foreign derived intangible income deduction on our 2023 U.S. tax return due to our decision to implement a business initiative in 2024;
- $35 million benefit from the recognition of excess tax benefits on share-based compensation; and
- $22 million benefit from the generation of U.S. federal research and development tax credits; partially offset by
- $124 million tax expense due to the non-tax deductible loss on the extinguishment of Silver Lake Convertible Debt; and
- $81 million tax expense for estimated 2024 U.S. state income taxes.

Our 2024 reconciliation between our effective tax rate and the U.S. federal statutory rate has been revised as a result of our election to apply the retrospective transition method of ASU 2023-09, "Income Taxes (Topic 740): Improvements to Income Tax Disclosures," with descriptions now presented to align with the new disclosure requirements. For further information, see "Note 7: Income Taxes" to our consolidated financial statements in "Part II. Item 8. Financial Statements and Supplementary Data" of this Form 10-K.

Results of Operations—2024 Compared to 2023

Net Sales

(In millions)	Years ended December 31 2024	2023	% Change
Net sales from Products and Systems Integration	**$ 6,883**	$ 6,242	10 %
Net sales from Software and Services	**3,934**	3,736	5 %
Net sales	**$ 10,817**	$ 9,978	8 %

The Products and Systems Integration segment's net sales represented 64% of our net sales in 2024, compared to 63% of our net sales in 2023. The Software and Services segment's net sales represented 36% of our net sales in 2024, compared to 37% of our net sales in 2023.

Net sales increased by $839 million, or 8%, in 2024 compared to 2023. The 10% increase in net sales within the Products and Systems Integration segment was driven by a 13% increase in the North America region and a 3% increase in the International region. The 5% increase in the Software and Services segment was driven by a 12% increase in the North America region partially offset by an 8% decline within the International region. The increase in net sales included:

- an increase in the Products and Systems Integration segment, inclusive of $43 million of revenue from acquisitions, driven by growth in MCN and Video;
- an increase in the Software and Services segment, inclusive of $52 million of revenue from acquisitions, driven by an increase in Video and Command Center, partially offset by MCN due to the revenue reduction on Airwave services in accordance with the legal order imposed by the Competition and Markets Authority (CMA) which implemented a prospective price control on Airwave (the "Charge Control") and the Company's exit of the Emergency Services Network contract with the Home Office in 2022, inclusive of twelve months of transition services through the end of 2023 (the "ESN Exit"); and
- inclusive of $2 million from unfavorable currency rates.

Regional results included:

- a 13% increase in the North America region, inclusive of revenue from acquisitions, driven by growth in MCN, Video and Command Center; and
- a 2% decline in the International region, inclusive of revenue from acquisitions, driven by the revenue reduction on Airwave services in accordance with the Charge Control and the ESN Exit, partially offset by growth in MCN, Video and Command Center.

Products and Systems Integration

The 10% increase in the Products and Systems Integration segment was driven by the following:

- a $612 million, or 12% growth in MCN, driven by both the North America and International regions;
- a $29 million, or 3% growth in Video, inclusive of revenue from acquisitions, driven by both the North America and International regions; and
- inclusive of $2 million from unfavorable currency rates.

Software and Services

The 5% increase in the Software and Services segment was driven by the following:

- a $165 million, or 27% growth in Video, inclusive of revenue from acquisitions, driven by both the North America and International regions; and
- a $71 million, or 10% growth in Command Center, inclusive of revenue from acquisitions, driven by both the North America and International regions; partially offset by
- a $38 million, or 2% decrease in MCN, driven by the revenue reduction on Airwave services in accordance with the Charge Control and the ESN Exit, partially offset by an increase in both the North America and International regions.

Gross Margin

(In millions)		Years ended December 31 2024		2023	% Change
Gross margin from Products and Systems Integration	$	**3,668**	$	3,127	17 %
Gross margin from Software and Services		**1,844**		1,843	— %
Gross margin	$	**5,512**	$	4,970	11 %

Gross margin was 51.0% of net sales in 2024 compared to 49.8% of net sales in 2023. The primary drivers of this increase in gross margin as a percentage of net sales were:

- a 3.2% increase in gross margin as a percentage of net sales in the Products and Systems Integration segment, inclusive of acquisitions, primarily driven by higher sales, favorable mix and lower direct material costs; partially offset by
- a 2.4% decrease in gross margin as a percentage of net sales in the Software and Services segment, inclusive of acquisitions, driven by the revenue reduction on Airwave services in accordance with the Charge Control.

Selling, General and Administrative ("SG&A") Expenses

(In millions)		Years ended December 31 2024		2023	% Change
SG&A expenses from Products and Systems Integration	$	**1,392**	$	1,239	12 %
SG&A expenses from Software and Services		**360**		322	12 %
SG&A expenses	$	**1,752**	$	1,561	12 %

SG&A expenses increased $191 million, or 12% in 2024 compared to 2023 primarily due to:

- a $153 million, or 12% increase in Products and Systems Integration SG&A expenses primarily due to higher employee incentive costs, including share-based compensation, and higher expenses related to legal matters, including Hytera-related legal expenses; and
- a $38 million, or 12% increase in Software and Services SG&A expenses primarily due to higher employee incentive costs, including share-based compensation, and higher expenses related to legal matters.

SG&A expenses were 16.2% of net sales in 2024 compared to 15.6% of net sales in 2023.

Research and Development ("R&D") Expenditures

(In millions)		Years ended December 31 2024		2023	% Change
R&D expenditures from Products and Systems Integration	$	**575**	$	551	4 %
R&D expenditures from Software and Services		**342**		307	11 %
R&D expenditures	$	**917**	$	858	7 %

R&D expenditures increased $59 million, or 7% in 2024 compared to 2023 primarily due to:

- a $35 million, or 11% increase in Software and Services R&D expenses primarily due to higher employee incentive costs, including share-based compensation, and higher expenses associated with acquired businesses; and
- a $24 million, or 4% increase in Products and Systems Integration R&D expenses primarily due to higher employee incentive costs, including share-based compensation, and higher expenses associated with acquired businesses.

R&D expenditures were 8.5% of net sales in 2024 and 8.6% of net sales in 2023.

Other Charges

	Years ended December 31	
(In millions)	**2024**	2023
Other charges from Products and Systems Integration	**$ 25**	$ 94
Other charges from Software and Services	**130**	163
Other charges	**$ 155**	$ 257

Other charges decreased $102 million, or 40% in 2024 compared to 2023 due to a $69 million, or 73% decrease in Products and Systems Integration and a $33 million, or 20% decrease in Software and Services. The decrease was primarily due to:

- $61 million of gains on the Hytera litigation in 2024 for the amounts recovered through legal proceedings due to theft of our trade secrets that did not occur in 2023 (see "Hytera Civil Litigation" within "Note 12: Commitments and Contingencies" to our consolidated financial statements in "Part II. Item 8. Financial Statements and Supplementary Data" of this Form 10-K for further information);
- $152 million of intangible asset amortization expense in 2024 compared to $177 million of intangible asset amortization expense in 2023;
- $24 million of impairment loss related to the exit of video manufacturing operations in 2023 that did not occur in 2024 (see "Property, Plant and Equipment, Net" within "Note 4: Other Financial Data" to our consolidated financial statements in "Part II. Item 8. Financial Statements and Supplementary Data" of this Form 10-K for further information); and
- $2 million of environmental reserve expense in 2024 compared to $15 million in 2023; partially offset by
- $20 million of acquisition-related transaction fees in 2024 compared to $7 million of acquisition-related transaction fees.

Operating Earnings

	Years ended December 31	
(In millions)	**2024**	2023
Operating earnings from Products and Systems Integration	**$ 1,676**	$ 1,244
Operating earnings from Software and Services	**1,012**	1,050
Operating earnings	**$ 2,688**	$ 2,294

Operating earnings increased $394 million, or 17% in 2024 compared to 2023. The increase in Operating earnings was due to:

- a $432 million increase in the Products and Systems Integration segment from 2023 to 2024, primarily driven by higher sales, favorable mix and a gain on the Hytera litigation (for further information regarding the Hytera litigation, refer to "Hytera Civil Litigation" within "Note 12: Commitments and Contingencies" in "Part II. Item 8. Financial Statements and Supplementary Data" of this Form 10-K), partially offset by higher employee incentive costs, including share-based compensation, higher expenses related to legal matters, including Hytera related expenses, and higher expenses associated with acquired businesses; partially offset by
- a $38 million decrease in the Software and Services segment from 2023 to 2024, primarily driven by the revenue reduction on Airwave services in accordance with the Charge Control, higher employee incentive costs, including share-based compensation, higher expenses associated with acquired businesses and higher expenses related to legal matters, partially offset by higher sales and a reduction in intangible amortization expenses.

Interest Expense, net

	Years ended December 31	
(In millions)	**2024**	2023
Interest expense, net	**$ (227)**	$ (216)

The $11 million increase in net interest expense in 2024 compared to 2023 was primarily driven by higher interest rates on outstanding debt and an interest accrual related to audits with taxing authorities in foreign jurisdictions, partially offset by higher interest income.

Other, net

(In millions)	Years ended December 31 **2024**	2023
Other, net	**$ (489)**	$ 68

The $557 million change in Other, net expense in 2024 compared to Other, net income 2023 was primarily due to:

- $585 million of loss from the extinguishment of the Silver Lake Convertible Debt which was recognized in 2024;
- $19 million of losses on derivatives in 2024 compared to $20 million of gains on derivatives in 2023;
- $5 million of losses on fair value adjustments to equity investments in 2024 compared to an $13 million of gains on fair value adjustments to equity investments in 2023; and
- $11 million of losses on assessments of uncertain tax positions recognized in 2024; partially offset by
- $2 million of foreign currency gains in 2024 compared to $53 million of foreign currency losses in 2023;
- $132 million of net periodic pension and postretirement benefit in 2024 compared to $99 million of net periodic pension and postretirement benefit in 2023; and
- $3 million of investment impairments in 2024 compared to $16 million of investment impairments in 2023.

Effective Tax Rate

(In millions)	Years ended December 31 **2024**	2023
Income tax expense	**$ 390**	$ 432

Income tax expense decreased by $42 million in 2024 compared to 2023, for an effective tax rate of 19.8%, which is lower than the current U.S. federal statutory rate of 21% primarily due to:

- $113 million benefit from our decision to implement a business initiative in 2024 which allows for additional utilization of foreign tax credit carryforwards on our 2023 U.S. tax return and current year generation of foreign tax credits;
- $99 million benefit from the foreign derived intangible income deduction inclusive of a higher foreign derived intangible income deduction on our 2023 U.S. tax return due to our decision to implement a business initiative in 2024;
- $35 million benefit from the recognition of excess tax benefits on share-based compensation; and
- $22 million benefit from the generation of U.S. federal research and development tax credits; partially offset by
- $124 million tax expense due to the non-tax deductible loss on the extinguishment of Silver Lake Convertible Debt; and
- $81 million tax expense for estimated 2024 U.S. state income taxes.

Our effective tax rate in 2023 was 20.1%, which is lower than the current U.S. federal statutory rate of 21% primarily due to:

- $38 million benefit from the foreign derived intangible income deduction;
- $29 million benefit from the recognition of excess tax benefits on share-based compensation; and
- $19 million benefit from the generation of U.S. federal research and development tax credits; partially offset by
- $62 million tax expense for estimated 2023 U.S. state income taxes.

The information set forth above in "Effective Tax Rate" has been revised to reflect our election to apply the retrospective transition method of ASU 2023-09, "Income Taxes (Topic 740): Improvements to Income Tax Disclosure."

Reorganization of Businesses

In 2025, we recorded net reorganization of business charges of $60 million relating to the separation of 830 employees, of which 590 were direct employees and 240 were indirect employees. The $60 million of charges included $16 million of charges in Cost of sales and $44 million of charges in Other charges. Included in the $60 million were charges of $62 million related to employee separation costs and $2 million related to exit costs, partially offset by $4 million of reversals for employee separation accruals no longer needed.

During 2024, we recorded net reorganization of business charges of $38 million relating to the separation of 720 employees, of which 460 were direct employees and 260 were indirect employees. The $38 million of charges included $12 million of charges in Cost of sales and $26 million of charges in Other charges. Included in the $38 million were charges of $48 million related to employee separation costs, partially offset by $6 million of reversals for employee separation accruals no longer needed and $4 million of reversals for exit cost accruals no longer needed.

During 2023, we recorded net reorganization of business charges of $53 million relating to the separation of 700 employees, of which 420 were direct employees and 280 were indirect employees. The $53 million of charges included $7 million of charges in Cost of sales and $46 million of charges in Other charges. Included in the aggregate $53 million were charges of $41 million related to employee separation costs and a $24 million impairment loss related to the exit of video manufacturing operations, partially offset by $7 million of reversals for employee separation accruals no longer needed and $5 million of reversals for exit cost accruals no longer needed.

The following table displays the net charges incurred by business segment due to such reorganizations:

Years ended December 31	***2025***	*2024*	*2023*
Products and Systems Integration	**$ 42**	$ 32	$ 45
Software and Services	**18**	6	8
	$ 60	$ 38	$ 53

Cash payments for employee severance in connection with the reorganization of business plans were $61 million, $38 million, and $37 million in 2025, 2024, and 2023, respectively. The reorganization of business accruals for employee separation costs at December 31, 2025 were $24 million which we expect to pay within one year.

At January 1, 2025, we had an accrual of $1 million for exit costs related to our exit of the ESN contract with the Home Office. During the year, we used $1 million reflecting related cash payments.

Liquidity and Capital Resources

	Years Ended December 31		
	2025	*2024*	*2023*
Cash flows provided by (used for):			
Operating activities	**$ 2,837**	$ 2,391	$ 2,044
Investing activities	**(5,164)**	(507)	(414)
Financing activities	**1,309**	(1,448)	(1,295)
Effect of exchange rates on cash and cash equivalents	**81**	(39)	45
Increase (decrease) in cash and cash equivalents	**$ (937)**	$ 397	$ 380

Cash and Cash Equivalents

At December 31, 2025, $832 million of our $1.2 billion cash and cash equivalents balance was held in the U.S. and $333 million was held in other countries. Restricted cash was $2 million as of December 31, 2025 and $3 million as of December 31, 2024.

We routinely repatriate a portion of non-U.S. earnings each year. We have recorded income tax expense for foreign withholding tax and distribution taxes on such earnings and, under current U.S. tax laws, do not expect to incur material incremental U.S. tax on repatriation.

Where appropriate, we may also pursue capital reduction activities; however, such activities can be involved and lengthy. While we regularly repatriate funds, and a portion of offshore funds can be repatriated with minimal adverse financial impact, repatriation of some of these funds may be subject to delay due to local country approvals.

Operating Activities

The increase in operating cash flows from both 2023 to 2024 and 2024 to 2025 was primarily driven by higher earnings, net of non-cash charges.

Investing Activities

The increase in net cash used for investing activities from 2024 to 2025 was primarily due to:

- $4.6 billion increase in acquisitions and investments in 2025 compared to 2024, primarily driven by the acquisition of Silvus for $4.4 billion;
- $23 million decrease in proceeds from the sale of investments in 2025 compared to 2024; and
- $8 million increase in capital expenditures in 2025 compared to 2024.

The increase in net cash used for investing activities from 2023 to 2024 was primarily due to:

- $110 million increase in acquisitions and investments in 2024 compared to 2023; and
- $4 million increase in capital expenditures in 2024 compared to 2023; partially offset by
- $21 million increase in proceeds from the sale of investments in 2024 compared to 2023.

Financing Activities

The increase in cash flows provided by financing activities in 2025 compared to cash used for financing activities in 2024 was driven by (also see further discussion in "Debt," "Credit Facilities," "Share Repurchase Program" and "Dividends" in this section below):

- $1.6 billion decrease in repayments of debt primarily driven by the repayment of our 7.5% and 6.5% debentures in 2025 compared to the repurchase of the Silver Lake Convertible Debt and repayment of our 4.0% senior notes due 2024; and
- $2.7 billion in net proceeds from the issuance of debt in 2025 driven by the issuance of debt to fund a portion of the acquisition of Silvus, including the 4.85% senior notes due 2030, 5.2% senior notes due 2032, 5.55% senior notes due 2035 and our three-year delayed draw term loan ("term loan due 2028"), compared to $1.3 billion in net proceeds from the issuance of debt in 2024 driven by the issuance of our 5.0% senior notes due 2029 and 5.4% senior notes due 2034; and
- $923 million in net proceeds from short-term borrowings, including commercial paper, in 2025 which was used to fund a portion of the acquisition of Silvus, including our 364-day delayed draw term loan; partially offset by
- $1.2 billion used for purchases under our share repurchase program in 2025 compared to $247 million in 2024;
- $179 million cash used for the repayment of short-term borrowings, including commercial paper;
- $728 million cash used for the payment of dividends in 2025 compared to $654 million in 2024; and
- $46 million in proceeds from the issuance of common stock, net of tax, in connection with our employee stock option and employee stock purchase plans in 2025 compared to $75 million in 2024.

The increase in cash used for financing activities in 2024 compared to cash used for financing activities in 2023 was driven by:

- $1.9 billion increase in repayments of debt in 2024 primarily driven by the repurchase of the Silver Lake Convertible Debt and repayment of our 4.0% senior notes due 2024;
- $654 million cash used for the payment of dividends in 2024 compared to $589 million in 2023; and
- $75 million in proceeds from the issuance of common stock, net of tax, in connection with our employee stock option and employee stock purchase plans in 2024 compared to $104 million in 2023; partially offset by
- $1.3 billion in net proceeds in 2024 driven by the issuance of our 5.0% senior notes due 2029 and 5.4% senior notes due 2034; and
- $247 million used for purchases under our share repurchase program in 2024 compared to $804 million in 2023.

Sales of Receivables

We may choose to sell accounts receivable and long-term receivables to third-parties under one-time arrangements. We may or may not retain the obligation to service the sold accounts receivable and long-term receivables.

The following table summarizes the proceeds received from sales of accounts receivable and long-term receivables for the years ended December 31, 2025, 2024, and 2023:

Years ended December 31	**2025**	2024	2023
Accounts receivable sales proceeds	**$ 156**	$ 15	$ 96
Long-term receivables sales proceeds	**258**	205	182
Total proceeds from receivable sales	**$ 414**	$ 220	$ 278

At December 31, 2025, the Company had retained servicing obligations for $814 million of long-term receivables, compared to $794 million of long-term receivables at December 31, 2024. Servicing obligations are limited to collection activities related to the sales of accounts receivables and long-term receivables.

Debt

We had outstanding debt of $9.2 billion and $6.0 billion at December 31, 2025 and 2024, respectively, of which $749 million and $322 million was current, at December 31, 2025 and December 31, 2024, respectively.

During the year ended December 31, 2025, we repaid $252 million aggregate principal amount of the 7.5% debentures due 2025 and $70 million aggregate principal amount of the 6.5% debentures due 2025. Furthermore, during the year ended December 31, 2025 we borrowed and repaid $179 million of short-term borrowings, including commercial paper which had a weighted-average interest rate of 4.29%.

On June 16, 2025, we issued $600 million of 4.85% senior notes due 2030, $500 million of 5.2% senior notes due 2032 and $900 million of 5.55% senior notes due 2035. We recognized net proceeds of approximately $2.0 billion after debt issuance costs and discounts. The proceeds from these notes were used to fund a portion of the acquisition of Silvus.

On August 6, 2025, we borrowed $1.5 billion of senior delayed draw term loan facilities comprised of a 750 million 364-day facility and a $750 million term loan due 2028 to fund a portion of the acquisition of Silvus. We must comply with certain customary covenants including a maximum leverage ratio, as defined in the 364-Day Term Loan Credit Agreement and Three-Year Term Loan Credit Agreement, each entered into on July 21, 2025. We were in compliance with our financial covenants as of December 31, 2025. During the year ended December 31, 2025, the weighted average interest rate of the 364-day facility and the term loan due 2028 was 5.10% and 5.25%, respectively. As of December 31, 2025, $749 million of the 364-day term loan was presented as short-term borrowings within the Company's Consolidated Balance Sheets. Subsequent to year-end, on January 30, 2026, we repaid $200 million of the $750 million principal amount of the 364-day term loan, reducing the outstanding principal balance to $550 million.

On September 5, 2019, we entered into an agreement with Silver Lake Partners to issue the Silver Lake Convertible Debt, which became fully convertible on September 5, 2021. On February 14, 2024, we agreed with Silver Lake Partners to repurchase $1.0 billion aggregate principal amount of the Silver Lake Convertible Debt for aggregate consideration of $1.59 billion in cash, inclusive of the conversion premium. The repurchase of the Silver Lake Convertible Debt was accounted for as an extinguishment of debt, as the repurchase was negotiated under economically favorable terms outside of the original contractual conversion rate. A loss on the extinguishment of $585 million was recorded upon settlement, representing the excess of amounts repurchased over the carrying value of debt of $593 million, offset by accrued interest of $8 million. The loss on the extinguishment of debt was recorded within Other Income (Expense) in the Consolidated Statements of Operations during the year ended December 31, 2024.

We have an unsecured commercial paper program, backed by the revolving credit facility described below, under which we may issue unsecured commercial paper notes up to a maximum aggregate principal amount of $2.2 billion outstanding at any one time. At maturity, the notes are paid back in full including the interest component. The notes are not redeemable prior to maturity. As of December 31, 2025, we had no outstanding debt under the commercial paper program.

Credit Facilities

On April 25, 2025, we entered into a $2.25 billion syndicated, unsecured revolving credit facility scheduled to mature in April 2030 which can be used for general corporate purposes and letters of credit (the "2025 Motorola Solutions Credit Agreement"), which replaced our $2.25 billion 2021 Motorola Solutions Credit Agreement scheduled to mature in March 2026. Borrowings under the facility bear interest at the prime rate plus the applicable margin, or at a spread above the Secured Overnight Financing Rate (SOFR), at our option. An annual facility fee is payable on the undrawn amount of the credit line. The interest rate and facility fee are subject to adjustment if our credit rating changes. We must comply with certain customary covenants including a maximum leverage ratio, as defined in the 2025 Motorola Solutions Credit Agreement. We were in compliance with our financial covenants as of December 31, 2025.

We have investment grade ratings on our senior unsecured long-term debt. During the year ended December 31, 2025, Fitch Ratings and S&P Global Ratings reaffirmed our BBB credit ratings, and Moody's Investors Service reaffirmed our Baa2 credit rating. We continue to believe that we will be able to maintain sufficient access to the capital markets in the next twelve months and the foreseeable future.

Share Repurchase Program

Through a series of actions, the Board of Directors has authorized an aggregate share repurchase amount of up to $18.0 billion of our outstanding shares of common stock (the "share repurchase program"). The share repurchase program does not have an expiration date. As of December 31, 2025, we used approximately $16.9 billion of the share repurchase authority to repurchase shares, leaving approximately $1.1 billion of authority available for future repurchases. During the year ended December 31, 2024, we paid $3 million of 1% excise tax pursuant to the Inflation Reduction Act of 2022, related to our 2023 share repurchases in excess of issuances.

Our share repurchases for 2025, 2024, and 2023 are summarized as follows:

Year	*Shares Repurchased (in millions)*	*Average Price*	*Amount (in millions)*
2025	2.7	$ 420.21	$ 1,154
2024	0.6	396.69	244
2023	2.9	278.56	804

Dividends

We paid cash dividends to holders of our common stock of $728 million in 2025, $654 million in 2024, and $589 million in 2023. On January 15, 2026, we paid an additional $201 million in cash dividends to holders of our common stock.

Adequate Internal Funding Resources

We believe that we have adequate internal resources available to generate adequate amounts of cash to meet our expected working capital, capital expenditure and cash requirements for the next twelve months and the foreseeable future, as supported by the level of cash and cash equivalents in the U.S., the ability to repatriate funds from foreign jurisdictions, cash provided by operations, as well as liquidity provided by our commercial paper program backed by the 2025 Motorola Solutions Credit Agreement.

We do not anticipate a material decrease to net future cash flows generated from operations. We expect to use our available cash, investments, and debt facilities to support and invest in our business. This includes investing in our existing products and technologies, seeking new acquisition opportunities related to our strategic growth initiatives and returning cash to shareholders through common stock cash dividend payments (subject to the discretion of our Board of Directors) and share repurchases. Refer also to "Part I. Item 1A. Risk Factors" of this Form 10-K for further discussion regarding access to the capital markets.

Material Cash Requirements from Contractual and Other Obligations

Summarized in the table and text below are our short-term (within the next twelve months) and long-term material cash requirements as of December 31, 2025, which we expect to fund with a combination of operating cash flows, existing cash balances or, as needed, borrowings under new or existing debt:

	Payments Due by Period	
(in millions)	*Short-term*	*Long-term*
Debt obligations, gross[1]	$ 750	$ 8,476
Lease obligations[2]	155	521
Purchase obligations[3]	250	521
Total obligations	$ 1,155	$ 9,518

[1]Amounts included represent the estimated principal payments applicable to outstanding debt. Refer to "Note 5: Debt and Credit Facilities" in "Part II. Item 8. Financial Statements and Supplementary Data" of this Form 10-K for discussion related to our long-term debt obligations.

[2]We lease certain office, factory and warehouse space, land, and other equipment, principally under non-cancelable operating leases. We are evaluating our real estate needs in order to identify opportunities to reduce long-term cash requirements for office space where practicable. Refer to "Note 3: Leases" to our consolidated financial statements in "Part II. Item 8. Financial Statements and Supplementary Data" of this Form 10-K for further discussion of these material lease obligations.

[3]Amounts included represent firm, non-cancelable commitments. Such commitments include license agreements and agreements with contract manufacturers and suppliers that either allow them to procure inventory based upon criteria as defined by us or establish the parameters defining our requirements. We do not anticipate the cancellation of any of our take-or-pay agreements in the future and estimate that purchases from these suppliers will exceed the minimum obligations during the agreement periods.

Other Contingencies

Potential Contractual Damage Claims in Excess of Underlying Contract Value: In certain circumstances, we enter into contracts with customers pursuant to which the damages that could be claimed by the customer for failed performance might exceed the revenue we receive from the contract. Contracts with these types of uncapped damages provisions are fairly rare, but individual contracts could still represent meaningful risk. There is a possibility that a claim by a counterparty to one of these contracts could result in expenses that are far in excess of the revenue received from the counterparty in connection with the contract.

Indemnification Provisions: We may provide indemnifications for losses that result from the breach of general warranties contained in certain commercial and intellectual property agreements. Historically, we have not made significant payments under these agreements, nor have there been significant claims asserted against us. However, there is an increasing risk in relation to intellectual property indemnities given the current legal climate. In indemnification cases, payment by us is conditioned on the other party making a claim pursuant to the procedures specified in the particular contract, which procedures typically allow us to challenge the other party's claims. In some instances we may have recourse against third-parties for certain payments made by us.

Legal Matters: We are a defendant in various lawsuits, claims, and actions, which arise in the normal course of business. In the opinion of management, the ultimate disposition of these matters will not have a material adverse effect on our consolidated financial position or liquidity. However, an unfavorable resolution could have a material adverse effect on our results of operations in the periods in which the matters are ultimately resolved, or in the periods in which more information is obtained that changes management's opinion of the ultimate disposition.

Long-term Customer Financing Commitments

Outstanding Commitments: Certain purchasers of our products and services may request that we provide long-term financing (defined as financing with a term of greater than one year) in connection with the sale of equipment. These requests may include all or a portion of the purchase price of the products and services. Our obligation to provide long-term financing may be conditioned on the issuance of a letter of credit in favor of us by a reputable bank to support the purchaser's credit or a pre-existing commitment from a reputable bank to purchase the long-term receivables from us. We had outstanding commitments to provide long-term financing to third-parties totaling $179 million at December 31, 2025 and $105 million at December 31, 2024.

Critical Accounting Estimates

This Management's Discussion and Analysis of Financial Condition and Results of Operations discusses our consolidated financial statements, which have been prepared in accordance with U.S. generally accepted accounting principles ("GAAP"). The preparation of these financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the financial statements, as well as the reported amounts of revenues and expenses during the reporting period.

Management bases its estimates and judgments on historical experience, current economic and industry conditions and on various other factors that are believed to be reasonable under the circumstances. This forms the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates under different assumptions or conditions. We believe that the following discussion addresses our most critical accounting estimates, which are those that are most important to the portrayal of our financial condition and results of operations and require management's most difficult, subjective and complex judgments.

Revenue Recognition

We enter into arrangements which generally consist of multiple promises to our customers. We evaluate whether the promised goods and services are distinct or a series of distinct goods or services. Where contracts contain multiple performance obligations, we allocate the total estimated consideration to each performance obligation based on applying an estimated selling price ("ESP") as our best estimate of standalone selling price. We use list price as the standalone selling price for sales sold through our channel partners. Given the unique nature of the goods and services we provide to direct customers, standalone sales of our products generally do not exist. Therefore, we determine ESP by: (i) collecting all reasonably available data points including historical sales, cost and margin analyses of the product or services, and other inputs based on our normal pricing and discounting practices, (ii) making any reasonably required adjustments to the data based on market and Company-specific factors, and (iii) stratifying the data points for similar customers and circumstances, when appropriate, based on major product or service, type of customer, geographic market, and sales volume.

We account for certain system contracts on an over time basis, electing an input method of estimated costs as a measure of performance completed. The selection of costs incurred as a measure of progress aligns the transfer of control to the overall production of the customized system.

For system contracts accounted for over time using estimated costs as a measure of performance completed, we rely on estimates around the total estimated costs to complete the contract ("Estimated Costs to Complete"). Estimated Costs to Complete include direct labor, equipment and subcontracting costs. Due to the nature of the efforts required to be performed to meet the underlying performance obligation, determining Estimated Costs to Complete may be complex and subject to many variables. We have a standard and disciplined process in which management reviews the progress and performance of open contracts in order to determine the best estimate of Estimated Costs to Complete. As part of this process, management reviews information including, but not limited to, any outstanding key contract matters, progress towards completion, the project schedule, identified risks and opportunities, and the related changes in estimates of costs. The risks and opportunities include management's judgment about the ability and cost to achieve the project schedule, technical requirements, and other contract requirements. Management must make assumptions and estimates regarding labor costs, inclusive of subcontractors, and the cost of materials, among other variables. Based on this analysis, any adjustment to net sales, cost of sales, and the related impact to operating income are recorded as necessary in the period they become known. When estimates of total costs to be incurred on a contract exceed estimates of total revenue to be earned, a provision for the entire loss on the contract is recorded in the period in which the loss is determined.

Retirement Benefits

Our benefit obligations and net periodic pension costs (benefits) associated with our domestic noncontributory pension plans ("U.S. Pension Benefit Plans"), our foreign noncontributory pension plans ("Non-U.S. Plans"), as well as our domestic postretirement health care plan ("Postretirement Health Care Benefits Plan"), are determined using actuarial assumptions. The assumptions are based on management's best estimates, after consulting with outside investment advisors and actuaries.

Accounting methodologies use an attribution approach that generally spreads the effects of individual events over the service lives of the participants in the plan, or estimated average lifetime when almost all of the plan participants are considered "inactive." Examples of "events" are plan amendments and changes in actuarial assumptions such as discount rate, expected long-term rate of return on plan assets, and rate of compensation increases. As such, depending on the specific plan, we amortize gains and losses over periods ranging from eight to twenty-five years. Prior service costs are being amortized over periods ranging from fourteen to twenty-four years. Benefits under all pension plans are valued based on the projected unit credit cost method.

There are various assumptions used in calculating the net periodic costs (benefits) and related benefit obligations. One of these assumptions is the expected long-term rate of return on plan assets. The required use of the expected long-term rate of return on plan assets may result in recognized pension income that is greater or less than the actual returns of those plan assets in any given year. Over time, however, the expected long-term returns are designed to approximate the actual long-term returns. We use a five-year, market-related asset value method of recognizing asset related gains and losses.

We use long-term historical actual return experience with consideration of the expected investment mix of the plans' assets, as well as future estimates of long-term investment returns, to develop our expected rate of return assumption used in calculating the net periodic pension cost (benefit) and the net postretirement health care benefit. Our investment return assumption for the U.S. Pension Benefit Plans was 8.01% in 2025 and 7.74% in 2024. Our investment return assumption for the Postretirement Health Care Benefits Plan was 8.55% in 2025 and 8.30% in 2024. Our weighted average investment return assumption for the Non-U.S. Plans was 6.29% in 2025 and 5.84% in 2024. For the U.S. and Non-U.S. Pension Benefit plans, a 25 bps change in expected return on plan assets would result in a $9 million and $4 million, respectively, change in net period pension benefit in 2025. For the Postretirement Health Care Benefits Plan, a 25 bps change in expected return on plan assets would have a de minimis impact to net periodic pension benefit in 2025.

A second key assumption is the discount rate. The discount rate assumptions used for the U.S. Pension Benefit Plans, the Non-U.S. Plans and the Postretirement Health Care Benefits Plan reflect, at December 31 of each year, the prevailing market rates for high-quality, fixed-income debt instruments that, if the obligation was settled at the measurement date, would provide the necessary future cash flows to pay the benefit obligation when due. Our weighted average discount rates for measuring our U.S. Pension Benefit Plans obligations were 5.50% and 5.70% at December 31, 2025 and 2024, respectively. Our weighted average discount rates for measuring our Non-U.S. Plans were 5.25% and 5.07% at December 31, 2025 and 2024, respectively. Our discount rates for measuring the Postretirement Health Care Benefits Plan obligation were 5.12% and 5.49% at December 31, 2025 and 2024, respectively.

For the U.S. Pension Benefit Plans, a 25 bps increase in the discount rate on the projected benefit obligation would result in a $107 million reduction of the projected benefit obligation and a 25 bps decrease would result in $111 million of additional projected benefit obligation as of December 31, 2025. For the Non-U.S. Pension Benefit Plans and the Postretirement Health Care Benefits Plan, a 25 bps change in our discount rate would be de minimis as of December 31, 2025.

Valuation and Recoverability of Goodwill

We assess the recorded amount of goodwill for recovery on an annual basis as of the last day of the third quarter of each fiscal year. Goodwill is assessed more frequently if an event occurs or circumstances change that would indicate it is more-likely-than-not that the fair value of a reporting unit is below its carrying amount. We continually assess whether any such events and circumstances have occurred, which requires a significant amount of judgment. Such events and circumstances may include: (i) adverse changes in macroeconomic conditions, (ii) adverse changes in the industry or market in which we transact, (iii) changes in cost factors negatively impacting earnings and cash flows, (iv) negative or declining overall financial performance, (v) events affecting the carrying value or composition of a reporting unit, or (vi) a sustained decrease in share price, among others. Any such adverse event or change in circumstances could have a significant impact on the recoverability of goodwill and could have a material impact on our consolidated financial statements.

The goodwill impairment assessment is performed at the reporting unit level. A reporting unit is an operating segment or one level below an operating segment (referred to as a "component"). A component of an operating segment is a reporting unit if the component constitutes a business for which discrete financial information is available and segment management regularly reviews the operating results of that component. When two or more components of an operating segment have similar economic characteristics, the components are aggregated and deemed a single reporting unit. An operating segment is deemed to be a reporting unit if all of its components are similar, if none of its components is a reporting unit, or if the segment comprises only a single component. Based on this guidance, we have determined that our Products and Systems Integration and Software and Services segments are comprised of four and two reporting units, respectively.

We performed a qualitative assessment to determine whether it was more-likely-than-not that the fair value of each reporting unit was less than its carrying amount for the fiscal years 2025 and 2024. In performing this qualitative assessment we assessed relevant events and circumstances including macroeconomic conditions, industry and market conditions, cost factors, overall financial performance, changes in enterprise value and entity-specific events. For fiscal years 2025 and 2024, we concluded it was more-likely-than-not that the fair value of each reporting unit exceeded its carrying value.

Valuation of Acquired Intangible Assets

In connection with the acquisition of Silvus, we exercised significant judgment in determining the fair value of the acquired intangible assets. The assets and liabilities of acquired businesses are measured at their estimated fair values at the dates of acquisition. The excess of the purchase price over the estimated fair value of the net assets or liabilities acquired, including identified intangible assets, is recorded as goodwill. The determination and allocation of fair value to the assets acquired and liabilities assumed is based on various assumptions and valuation methodologies requiring considerable significant judgment in determining the estimates and assumptions used to estimate the fair values. Customer relationships were valued under the excess earnings method, which assumes that the value of intangible assets is equal to the present value of the incremental after-tax cash flows attributable specifically to the intangible assets. Developed technology and trade names were valued under the relief from royalty method, which assumes value to the extent that the acquired company is relieved of the obligation to pay royalties for the benefits received from it. We engaged a third-party valuation specialist to assist with the allocation of the total purchase price for the Silvus acquisition to the fair value of the net assets acquired, which required the use of several significant judgments and estimates related to the assumptions associated with the intangible assets, including the forecasted revenue growth rates, customer attrition rate, and the discount rate for customer relationships and the forecasted revenue growth rates, royalty rate, and discount rate for developed technology. We believe the significant judgments and estimates used associated with the valuation of intangible assets acquired in the Silvus acquisition are reasonable.

Recent Accounting Pronouncements and Recently Adopted Accounting Pronouncements

See "Note 1: Summary of Significant Accounting Policies" to our consolidated financial statements in "Part II. Item 8: Financial Statements and Supplementary Data" of this Form 10-K.

Item 7A. Quantitative and Qualitative Disclosures About Market Risk

Interest Rate Risk

Our exposure to market risk for changes in interest rates relates primarily to our long-term debt as interest rate fluctuations impact the fair value of our long-term debt. As of December 31, 2025, we had $8.4 billion of long-term debt, which is primarily priced at long-term, fixed interest rates. A hypothetical 10% decrease in interest rates as of the end of 2025 would have increased the fair value of our debt by approximately $202 million at December 31, 2025. See "Note 5: Debt and Credit Facilities" to the consolidated financial statements included in "Part II. Item 8. Financial Statements and Supplementary Data" of this Form 10-K for more information on our long-term debt.

Foreign Currency Risk

We are exposed to foreign currency risk as a result of buying and selling in various currencies, our net investments in foreign entities, and monetary assets and liabilities denominated in a currency other than the functional currency of the legal entity holding the instrument. We use financial instruments to reduce our overall exposure to the effects of currency fluctuations on cash flows. Our policy prohibits speculation in financial instruments for profit on exchange rate price fluctuations, trading in currencies for which there are no underlying exposures, or entering into transactions for any currency to intentionally increase the underlying exposure.

Our strategy related to foreign exchange exposure management is to offset the gains or losses on the financial instruments against losses or gains on the underlying operational cash flows, net investments or monetary assets and liabilities based on our assessment of risk. We enter into derivative contracts for some of our non-functional currency cash, receivables, and payables, which are primarily denominated in major currencies that can be traded on open markets. Our policy permits us to use forward contracts and options to hedge these currency exposures. In addition, we enter into derivative contracts for some forecasted transactions or net investments in some of our overseas entities, which are designated as part of a hedging relationship if it is determined that the transaction qualifies for hedge accounting under the provisions of the authoritative accounting guidance for derivative instruments and hedging activities. A portion of our exposure is from currencies that are not traded in liquid markets and these are addressed, to the extent reasonably possible, by managing net asset positions, product pricing and component sourcing.

We had outstanding foreign exchange contracts with notional values totaling $1.6 billion and $1.0 billion at the end of December 31, 2025 and December 31, 2024, respectively. Management does not believe these financial instruments should subject it to undue risk due to foreign exchange movements because gains and losses on these contracts should generally offset gains and losses on the underlying assets, liabilities and transactions.

The following table shows the five largest net notional amounts of the positions to buy or sell foreign currency as of December 31, 2025 and the corresponding positions as of December 31, 2024:

	Notional Amount	
Net Buy (Sell) by Currency	**2025**	2024
British pound	**$ 301**	$ 124
Euro	**191**	150
Australian dollar	**(160)**	(136)
Canadian dollar	**115**	70
Danish krone	**58**	23

Foreign exchange financial instruments that are subject to the effects of currency fluctuations, which may affect reported earnings, include derivative financial instruments and other monetary assets and liabilities denominated in a currency other than the functional currency of the legal entity holding the instrument. Currently, our derivative financial instruments consist primarily of currency forward contracts. Other monetary assets and liabilities denominated in a currency other than the functional currency of the legal entity consist primarily of cash, cash equivalents, accounts payable and accounts receivable. Assuming the amounts of the outstanding foreign exchange contracts represent our underlying foreign exchange risk related to monetary assets and liabilities, a hypothetical unfavorable 10% movement in the foreign exchange rates at December 31, 2025 would reduce the value of those monetary assets and liabilities by approximately $89 million. Our market risk calculation represents an estimate of reasonably possible net losses that would be recognized assuming hypothetical 10% movements in future currency market pricing and is not necessarily indicative of actual results, which may or may not occur. It does not represent the maximum possible loss or any expected loss that may occur, since actual future gains and losses will differ from those estimated, based upon, among other things, actual fluctuation in market rates, operating exposures, and the timing thereof. We believe, however, that any such loss incurred would be offset by the effects of market rate movements on the respective underlying derivative financial instruments transactions.

Item 8: Financial Statements and Supplementary Data

Index to Consolidated Financial Statements

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholders of Motorola Solutions, Inc.

Opinions on the Financial Statements and Internal Control over Financial Reporting

We have audited the accompanying consolidated balance sheets of Motorola Solutions, Inc. and its subsidiaries (the "Company") as of December 31, 2025 and 2024, and the related consolidated statements of operations, of comprehensive income (loss), of stockholders' equity and of cash flows for each of the three years in the period ended December 31, 2025, including the related notes (collectively referred to as the "consolidated financial statements"). We also have audited the Company's internal control over financial reporting as of December 31, 2025, based on criteria established in *Internal Control - Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2025 and 2024, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2025 in conformity with accounting principles generally accepted in the United States of America. Also in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2025, based on criteria established in *Internal Control - Integrated Framework (2013)* issued by the COSO.

Basis for Opinions

The Company's management is responsible for these consolidated financial statements, for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting, included in Management's Report on Internal Control Over Financial Reporting appearing under Item 9A. Our responsibility is to express opinions on the Company's consolidated financial statements and on the Company's internal control over financial reporting based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud, and whether effective internal control over financial reporting was maintained in all material respects.

Our audits of the consolidated financial statements included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

As described in Management's Report on Internal Control Over Financial Reporting, management has excluded Silvus Technologies Holdings Inc. ("Silvus") from its assessment of internal control over financial reporting as of December 31, 2025, because it was acquired by the Company in a purchase business combination during 2025. We have also excluded Silvus from our audit of internal control over financial reporting. Silvus is a wholly owned subsidiary whose total assets and total revenues excluded from management's assessment and our audit of internal control over financial reporting represent 1% and 2%, respectively, of the related consolidated financial statement amounts as of and for the year ended December 31, 2025.

Definition and Limitations of Internal Control over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Critical Audit Matters

The critical audit matters communicated below are matters arising from the current period audit of the consolidated financial statements that were communicated or required to be communicated to the audit committee and that (i) relate to accounts or disclosures that are material to the consolidated financial statements and (ii) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matters below, providing separate opinions on the critical audit matters or on the accounts or disclosures to which they relate.

Revenue Recognition - Estimated Costs to Complete for Certain System Contracts

As described in Note 1 to the consolidated financial statements, $2.2 billion of the Company's total net sales for the year ended December 31, 2025 was generated from system contracts, a majority of which were accounted for on an over time basis. The Company's revenue recognition over time is based on an input measure of costs incurred, which depicts the transfer of control to its customers under its contracts. For system contracts accounted for over time using estimated costs as a measure of performance completed, management relies on estimates around the total estimated costs to complete the contract ("Estimated Costs to Complete"). Estimated Costs to Complete include direct labor, material and subcontracting costs. Due to the nature of the efforts required to be performed to meet the underlying performance obligation, determining Estimated Costs to Complete may be complex and subject to many variables. Management reviews the progress and performance of open contracts in order to determine the Estimated Costs to Complete. As part of this process, management reviews information including, but not limited to, any outstanding key contract matters, progress towards completion, the project schedule, identified risks and opportunities, and the related changes in estimates of costs. The risks and opportunities include management's judgment about the ability and cost to achieve the project schedule, technical requirements, and other contract requirements. Management must make assumptions and estimates regarding labor cost, inclusive of subcontractors, and the cost of materials, among other variables. Based on this analysis, any adjustment to net sales, cost of sales, and the related impact to operating income are recorded as necessary in the period they become known.

The principal considerations for our determination that performing procedures relating to revenue recognition - estimated costs to complete for certain system contracts is a critical audit matter are (i) the significant judgment by management in determining the total net sales and Estimated Costs to Complete, including significant judgments and assumptions, on a contract by contract basis and (ii) a high degree of auditor judgment, subjectivity, and effort in performing procedures and evaluating audit evidence related to management's determination of total net sales and Estimated Costs to Complete for certain system contracts.

Addressing the matter involved performing procedures and evaluating audit evidence in connection with forming our overall opinion on the consolidated financial statements. These procedures included testing the effectiveness of controls relating to the revenue recognition process, including controls over management's determination of total net sales and Estimated Costs to Complete for certain system contracts. These procedures also included, among others (i) testing management's process for determining the total net sales and Estimated Costs to Complete for certain system contracts and (ii) evaluating, for a sample of contracts, the reasonableness of certain significant judgments and assumptions used by management. Evaluating the significant judgments and assumptions used by management in determining the total net sales and Estimated Costs to Complete involved evaluating whether the significant judgments and assumptions were reasonable considering (i) on a test basis, management's historical forecasting accuracy; (ii) on a test basis, evidence to support the relevant judgments and assumptions; (iii) the consistent application of accounting policies; and (iv) the timely identification of circumstances which may require a modification to a previous estimate.

Acquisition of Silvus - Valuation of Certain Customer Relationships and Certain Developed Technology

As described in Note 15 to the consolidated financial statements, on August 6, 2025, the Company acquired Silvus for a purchase price of $4.4 billion, net of cash acquired, purchase price adjustments, and contingent earnout consideration. Of the acquired identifiable intangible assets, $820 million of customer relationships and $920 million of developed technology were recorded, a significant portion of which relates to certain customer relationships and a significant portion of which relates to certain developed technology. Fair value is estimated by management using the excess earnings method for customer relationships and the relief from royalty method for developed technology. Management applies significant judgment in determining the estimates and assumptions used to estimate the fair values of the intangible assets, including the forecasted revenue growth rates, customer attrition rate, and discount rate for customer relationships and the forecasted revenue growth rates, royalty rate, and discount rate for developed technology.

The principal considerations for our determination that performing procedures relating to the valuation of certain customer relationships and certain developed technology acquired in the acquisition of Silvus is a critical audit matter are (i) the significant judgment by management when developing the fair value estimate of certain customer relationships and certain developed technology acquired; (ii) a high degree of auditor judgment, subjectivity, and effort in performing procedures and evaluating management's significant assumptions related to the forecasted revenue growth rates, customer attrition rate, and discount rate for certain customer relationships and the forecasted revenue growth rates, royalty rate, and discount rate for certain developed technology; and (iii) the audit effort involved the use of professionals with specialized skill and knowledge.

Addressing the matter involved performing procedures and evaluating audit evidence in connection with forming our overall opinion on the consolidated financial statements. These procedures included testing the effectiveness of controls relating to the acquisition accounting, including controls over management's valuation of certain customer relationships and certain developed technology acquired. These procedures also included, among others (i) reading the purchase agreement; (ii) testing management's process for developing the fair value estimate of certain customer relationships and certain developed technology acquired; (iii) evaluating the appropriateness of the excess earnings and relief from royalty methods used by management; (iv) testing the completeness and accuracy of the underlying data used in the excess earnings and relief from royalty methods; and (v) evaluating the reasonableness of the significant assumptions used by management related to the forecasted revenue growth rates, customer attrition rate, and discount rate for certain customer relationships and the forecasted revenue growth rates, royalty rate, and discount rate for certain developed technology. Evaluating management's assumptions related to the forecasted revenue growth rates for certain customer relationships and certain developed technology and the customer attrition rate for certain customer relationships involved considering (i) the current and past performance of the Silvus business; (ii) the consistency with external market and industry data; and (iii) whether the assumptions were consistent with evidence obtained in other areas of the audit. Professionals with specialized skill and knowledge were used to assist in evaluating (i) the appropriateness of the excess earnings and relief from royalty methods and (ii) the reasonableness of the customer attrition rate and discount rate assumptions for certain customer relationships and the royalty rate and discount rate assumptions for certain developed technology.

/s/ PricewaterhouseCoopers LLP
Chicago, Illinois
February 12, 2026

We have served as the Company's auditor since 2018.

Consolidated Statements of Operations

(In millions, except per share amounts)	Years ended December 31 2025	2024	2023
Net sales from products	**$ 6,770**	$ 6,454	$ 5,814
Net sales from services	**4,912**	4,363	4,164
Net sales	**11,682**	10,817	9,978
Costs of products sales	**2,776**	2,674	2,591
Costs of services sales	**2,871**	2,631	2,417
Costs of sales	**5,647**	5,305	5,008
Gross margin	**6,035**	5,512	4,970
Selling, general and administrative expenses	**1,870**	1,752	1,561
Research and development expenditures	**970**	917	858
Other charges	**207**	155	257
Operating earnings	**2,988**	2,688	2,294
Other income (expense):			
Interest expense, net	**(302)**	(227)	(216)
Other, net	**126**	(489)	68
Total other expense	**(176)**	(716)	(148)
Net earnings before income taxes	**2,812**	1,972	2,146
Income tax expense	**652**	390	432
Net earnings	**2,160**	1,582	1,714
Less: Earnings attributable to noncontrolling interests	**6**	5	5
Net earnings attributable to Motorola Solutions, Inc.	**$ 2,154**	$ 1,577	$ 1,709
Earnings per common share:			
Basic	**$ 12.93**	$ 9.45	$ 10.23
Diluted	**12.75**	9.23	9.93
Weighted average common shares outstanding:			
Basic	**166.6**	166.8	167.0
Diluted	**169.0**	170.8	172.1
Dividends declared per share	**$ 4.48**	$ 4.03	$ 3.62

See accompanying notes to consolidated financial statements.

Consolidated Statements of Comprehensive Income (Loss)

(In millions)	Years ended December 31		
	2025	2024	2023
Net earnings	**$ 2,160**	$ 1,582	$ 1,714
Other comprehensive income (loss), net of tax (Note 4):			
Foreign currency translation adjustments	**101**	(64)	57
Derivative instruments	**1**	5	(12)
Defined benefit plans	**17**	60	(50)
Total other comprehensive income (loss), net of tax	**119**	1	(5)
Comprehensive income	**2,279**	1,583	1,709
Less: Earnings attributable to noncontrolling interests	**6**	5	5
Comprehensive income attributable to Motorola Solutions, Inc.	**$ 2,273**	$ 1,578	$ 1,704

See accompanying notes to consolidated financial statements.

Consolidated Balance Sheets

(In millions, except par value)	December 31 2025	2024
ASSETS		
Cash and cash equivalents	**$ 1,165**	$ 2,102
Accounts receivable, net	**2,200**	1,952
Contract assets	**1,574**	1,230
Inventories, net	**983**	766
Other current assets	**378**	429
Total current assets	**6,300**	6,479
Property, plant and equipment, net	**1,165**	1,022
Operating lease assets	**581**	529
Investments	**187**	135
Deferred income taxes	**761**	1,280
Goodwill	**6,800**	3,526
Intangible assets, net	**3,104**	1,249
Other assets	**491**	375
Total assets	**$ 19,389**	$ 14,595
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current portion of long-term debt	**$ —**	$ 322
Short-term borrowings	**749**	—
Accounts payable	**1,134**	1,018
Contract liabilities	**2,265**	2,072
Accrued liabilities	**1,930**	1,643
Total current liabilities	**6,078**	5,055
Long-term debt	**8,413**	5,675
Operating lease liabilities	**471**	427
Other liabilities	**2,000**	1,719
Preferred stock, $100 par value: 0.5 shares authorized; none issued and outstanding	**—**	—
Common stock, $0.01 par value:	**2**	2
Authorized shares: 600.0		
Issued shares: 12/31/25—167.4; 12/31/24—168.6		
Outstanding shares: 12/31/25—165.7; 12/31/24—167.1		
Additional paid-in capital	**2,279**	1,940
Retained earnings	**2,549**	2,300
Accumulated other comprehensive loss	**(2,420)**	(2,539)
Total Motorola Solutions, Inc. stockholders' equity	**2,410**	1,703
Noncontrolling interests	**17**	16
Total stockholders' equity	**2,427**	1,719
Total liabilities and stockholders' equity	**$ 19,389**	$ 14,595

See accompanying notes to consolidated financial statements.

Consolidated Statements of Stockholders' Equity

(In millions)	*Shares*	*Common Stock and Additional Paid-in Capital*	*Accumulated Other Comprehensive Income (Loss)*	*Retained Earnings*	*Noncontrolling Interests*
Balance as of January 1, 2023	**168.5**	**$ 1,308**	**$ (2,535)**	**$ 1,343**	**$ 15**
Net earnings				1,709	5
Other comprehensive loss			(5)		
Issuance of common stock and stock options exercised	1.8	104			
Share repurchase program	(2.9)			(808)	
Share-based compensation expenses		212			
Dividends paid to noncontrolling interest in subsidiary common stock					(5)
Dividends declared				(604)	
Balance as of December 31, 2023	**167.4**	**$ 1,624**	**$ (2,540)**	**$ 1,640**	**$ 15**
Net earnings				1,577	5
Other comprehensive income			1		
Issuance of common stock and stock options exercised	1.8	75			
Share repurchase program	(0.6)			(244)	
Share-based compensation expenses		243			
Dividends paid to noncontrolling interest in subsidiary common stock					(4)
Dividends declared				(673)	
Balance as of December 31, 2024	**168.6**	**$ 1,942**	**$ (2,539)**	**$ 2,300**	**$ 16**
Net earnings				2,154	6
Other comprehensive income			119		
Issuance of common stock and stock options exercised	1.5	46			
Share repurchase program	(2.7)			(1,159)	
Share-based compensation expenses		293			
Dividends paid to noncontrolling interest in subsidiary common stock					(5)
Dividends declared				(746)	
Balance as of December 31, 2025	**167.4**	**$ 2,281**	**$ (2,420)**	**$ 2,549**	**$ 17**

See accompanying notes to consolidated financial statements.

Consolidated Statements of Cash Flows

(In millions)	*Years ended December 31* **2025**	2024	2023
Operating			
Net earnings	**$ 2,160**	$ 1,582	$ 1,714
Adjustments to reconcile Net earnings to Net cash provided by operating activities:			
Depreciation and amortization	**425**	336	356
Non-cash other charges	**3**	16	14
Exit of video manufacturing operations	**—**	—	24
Share-based compensation expenses	**293**	243	212
Loss from the extinguishment of Silver Lake Convertible Debt	**—**	585	—
Changes in assets and liabilities, net of effects of acquisitions, dispositions, and foreign currency translation adjustments:			
Accounts receivable	**(173)**	(246)	(180)
Inventories	**(145)**	62	200
Other current assets and contract assets	**(221)**	(213)	(82)
Accounts payable, accrued liabilities, and contract liabilities	**280**	302	(144)
Other assets and liabilities	**121**	(61)	(38)
Deferred income taxes	**94**	(215)	(32)
Net cash provided by operating activities	**2,837**	2,391	2,044
Investing			
Acquisitions and investments, net	**(4,916)**	(290)	(180)
Proceeds from sales of investments	**17**	40	19
Capital expenditures	**(265)**	(257)	(253)
Net cash used for investing activities	**(5,164)**	(507)	(414)
Financing			
Net proceeds from issuance of debt	**2,733**	1,288	—
Net proceeds from short-term borrowings	**923**	—	—
Repayment of debt	**(322)**	(1,906)	(1)
Repayment of short-term borrowings	**(179)**	—	—
Revolving credit facility renewal fees	**(5)**	—	—
Issuances of common stock, net of tax	**46**	75	104
Purchases of common stock	**(1,154)**	(247)	(804)
Payment of dividends	**(728)**	(654)	(589)
Payment of dividends to noncontrolling interest	**(5)**	(4)	(5)
Net cash provided by (used for) financing activities	**1,309**	(1,448)	(1,295)
Effect of exchange rate changes on cash and cash equivalents	**81**	(39)	45
Net increase (decrease) in cash and cash equivalents	**(937)**	397	380
Cash and cash equivalents, beginning of period	**2,102**	1,705	1,325
Cash and cash equivalents, end of period	**$ 1,165**	$ 2,102	$ 1,705
Supplemental Cash Flow Information			
Cash paid during the period for:			
Interest paid	**$ 285**	$ 253	$ 234
Income and withholding taxes, net of refunds	**$ 569**	$ 627	$ 587

See accompanying notes to consolidated financial statements.

Notes to Consolidated Financial Statements

(Dollars in millions, except as noted)

1. Summary of Significant Accounting Policies

Principles of Consolidation: The consolidated financial statements include the accounts of Motorola Solutions, Inc. (the "Company" or "Motorola Solutions") and all controlled subsidiaries. All intercompany transactions and balances have been eliminated.

The consolidated financial statements as of December 31, 2025 and 2024 and for the years ended December 31, 2025, 2024 and 2023, include, in the opinion of management, all adjustments (consisting of normal recurring adjustments and reclassifications) necessary to present fairly the Company's consolidated financial position, results of operations, statements of comprehensive income, and statements of stockholders' equity and cash flows for all periods presented.

Use of Estimates: The preparation of financial statements in conformity with United States ("U.S.") Generally Accepted Accounting Principles ("GAAP") requires management to make certain estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting periods. Actual results could differ from those estimates.

Revenue Recognition: Net sales consist of a wide range of goods and services including the delivery of products, systems and system integration as well as offering software and service solutions. The Company recognizes revenue to reflect the transfer of control of promised goods or services to customers in an amount that reflects the consideration to which the Company expects to be entitled in exchange for goods or services.

The Products and Systems Integration segment is comprised of devices, systems, and systems integration for our Mission Critical Networks ("MCN") and Video Security and Access Control ("Video") technologies. Direct customers of the Products and Systems Integration segment are typically government, including defense, public safety agencies, procuring at state, local, and federal levels as well as large enterprise customers with secure mission-critical needs. Indirect customers are defined as customers purchasing professional and commercial radios and video security, which are primarily sold through the Company's reseller partners to an end-customer base, composed of various industries where private communications systems and video security are used to secure operations and enable a mobile workforce. Contracts with the Company's customers are typically fixed fee, with consideration measured net of associated sales taxes, and, as it relates to our government customers, funded through appropriations. The Company records consideration from shipping and handling on a gross basis within Net sales. In limited instances where the Company is not the principal in the arrangement, the Company will recognize revenue on a net basis.

MCN and Video devices include two-way portable and vehicle-mounted radios, video cameras and accessories. Devices are considered capable of being distinct and distinct within the context of the Company's contracts. Revenue is recognized upon the transfer of control of the devices to the customer at a point in time, typically consistent with delivery under the applicable shipping terms. Devices are sold by both the direct sales force and through reseller partners. Revenue is generally recognized upon transfer of devices to reseller partners, rather than the end-customer, except for limited consignment arrangements. Provisions for returns and reseller discounts are made on a portfolio basis using historical data.

The Products and Systems Integration segment includes both customized communications systems and video security solutions, including the integration of these networks with devices, software, and applications within both MCN and Video technologies. For systems contracts, revenue for the year ended December 31, 2025 was $2.2 billion compared to $2.0 billion for the year ended December 31, 2024 and $1.9 billion for the year ended December 31, 2023. The communications systems include the aggregation of promises to the customer to provide i) a communications network core and central processing software, base stations, consoles, and repeaters or ii) a video security solution including video analytics, network video management hardware and software, and access control solutions. The individual promises within a communications network contract are not distinct in the context of the contract, as the Company provides a significant service of integrating and customizing the goods and services promised. The communications network represents a distinct performance obligation for which revenue is recognized over time, as the Company creates an asset with no alternative use and has an enforceable right to payment for work performed. The Company's revenue recognition over time is based on an input measure of costs incurred, which depicts the transfer of control to its customers under its contracts. Products and Systems Integration revenue for communications network systems is recognized over an average duration of approximately one to two years. Individual promises of the video security solution are capable of being distinct and distinct in the context of the contract. Video security solutions are traditionally sold through reseller partners, with contracts negotiated under fixed pricing. Revenue is recognized upon the transfer of control of the video solution to the reseller partners, typically upon shipment.

The Software and Services segment provides solutions for government, public safety and enterprise communications systems. Direct customers of the Software and Services segment are typically government, public safety and first-responder agencies and municipalities. Indirect customers are enterprise customers who distribute our software solutions to a final end customer base. Contracts with our customers are typically fixed fee, with consideration measured net of associated sales taxes, and, as it relates to our direct customers, funded through government appropriations.

Software offerings primarily include Command Center and Video software and services which can be delivered either as an "as-a-service", on-premise, or hybrid solution. Solutions delivered as-a-service consist of a range of promises including hosted software, technical support and the right to unspecified future software enhancements. Software is not distinct from the hosting service since the customer does not have the right to take possession of the software at any time during the term of the arrangement. Solutions delivered as-a-service are recognized over time on a straight-line basis as a series of distinct services.

On-premise and hybrid offerings generally consist of multiple promises primarily including software licenses and post-contract customer support. The promises are generally each distinct and distinct within the context of the contract as the customer benefits from each promise individually without any significant integration or interrelationship between the promises. On-premise software revenue is generally recognized at the point in time when the customer can benefit from the software which generally aligns with the beginning of the license period. Revenue for post-contract customer support is recognized over time as the customer simultaneously receives and consumes the services on a straight-line basis. In certain situations when the software license is not distinct within the context of the contract, revenue for the software license is recognized over time following the transfer of control under the arrangement. For hybrid arrangements, the on-premise software, cloud-based software, and implementation services are a single performance obligation, wherein over time revenue recognition begins at the point of service activation when the customer can access the system and begin beneficial use.

Services include a continuum of service offerings beginning with repair, technical support and maintenance. More advanced offerings include: monitoring, software updates and cybersecurity services. Managed service offerings range from partial to full operation of customer-owned or Motorola Solutions-owned communications systems. Services are provided across all technologies and are both distinct and capable of being distinct in the context of the contract, representing a series of recurring services that the Company stands ready to perform over the contract term. Since services contracts typically allow for customers to terminate for convenience or for non-appropriations of fiscal funding, the contract term is generally considered to be limited to a monthly or annual basis, subject to customer renewal. While contracts with customers are typically fixed fee, certain managed services contracts may be subject to variable consideration related to the achievement of service level agreement performance measurements. The Company has not historically paid significant penalties under service level agreements, and accordingly, it does not constrain its contract price. Certain contracts may also contain variable consideration driven by the number of users. Revenue is typically recognized on services over time as a series of services performed over the contract term on a straight-line basis.

The Company enters into arrangements which generally consist of multiple promises to our customers. The Company evaluates whether the promised goods and services are distinct or a series of distinct goods or services. Where contracts contain multiple performance obligations, the Company allocates the total estimated consideration to each performance obligation based on applying an estimated selling price ("ESP") as our best estimate of standalone selling price. We use list price as the standalone selling price for indirect sales sold through our channel partners. Given the unique nature of the goods and services we provide to direct customers, sufficient standalone sales of our products generally do not exist. Therefore, the Company determines ESP by: (i) collecting all reasonably available historical data points including sales, cost and margin analyses of the product or services, and other inputs based on its normal pricing and discounting practices, (ii) making any reasonably required adjustments to the data based on market and Company-specific factors, and (iii) stratifying the data points for similar customers and circumstances, when appropriate, based on major product or service, type of customer, geographic market, and sales volume.

The Company accounts for certain system contracts without an alternative use on an over time basis, electing an input method of estimated costs as a measure of performance completed. The selection of costs incurred as a measure of progress aligns the transfer of control to the overall production of the customized system.

For system contracts accounted for over time using estimated costs as a measure of performance completed, the Company relies on estimates around the total estimated costs to complete the contract ("Estimated Costs to Complete"). Estimated Costs to Complete include direct labor, material and subcontracting costs. Due to the nature of the efforts required to be performed to meet the underlying performance obligation, determining Estimated Costs to Complete may be complex and subject to many variables. The Company has a standard and disciplined process in which management reviews the progress and performance of open contracts in order to determine the best estimate of Estimated Costs to Complete. As part of this process, management reviews information including, but not limited to, any outstanding key contract matters, progress towards completion, the project schedule, identified risks and opportunities, and the related changes in estimates of costs. The risks and opportunities include management's judgment about the ability and cost to achieve the project schedule, technical requirements, and other contract requirements. Management must make assumptions and estimates regarding labor cost, inclusive of subcontractors, and the cost of materials, among other variables. Based on this analysis, any adjustment to net sales, cost of sales, and the related impact to operating income are recorded as necessary in the period they become known. When estimates of total costs to be incurred on a contract exceed estimates of total revenue to be earned, a provision for the entire loss on the contract is recorded in the period in which the loss is determined.

Cash Equivalents: The Company considers all highly-liquid investments purchased with an original maturity of three months or less to be cash equivalents. Restricted cash was $2 million and $3 million as of December 31, 2025 and December 31, 2024, respectively.

Business Combinations: The Company includes the results of operations from the businesses the Company acquires as of the acquisition date. The Company allocates the purchase price of the acquisition to the assets acquired and liabilities assumed based on their estimated fair values. The excess of the purchase price over the fair values of identifiable assets and liabilities is recorded as goodwill. Acquisition related expenses are recognized separately from the business combination and are expensed as incurred.

Investments: The Company generally invests in equity securities of a strategic nature.

The Company applies the equity method of accounting for equity investments if the Company has significant influence over the issuing entity. The Company's share of the investee's underlying net income or loss is recorded to Other, net within Other income (expense).

Equity securities with readily determinable fair values are carried at fair value with changes in fair value recorded in Other, net within Other income (expense). Equity securities without readily determinable fair values are carried at cost, less impairments, if any, and adjusted for observable price changes for the identical or a similar investment of the same issuer. The Company performs a qualitative impairment assessment to determine if such investments are impaired. The qualitative assessment considers all available information, including declines in the financial performance of the issuing entity, the issuing entity's operating environment, and general market conditions. Impairments of equity securities without readily determinable fair values are recorded to Other, net within Other income (expense).

Inventories: Inventories are valued at the lower of cost (which approximates cost on a first-in, first-out basis) and net realizable value.

Property, Plant and Equipment: Property, plant and equipment are stated at cost less accumulated depreciation. Depreciation is recorded on a straight-line basis, based on the estimated useful lives of the assets (leasehold improvements, one to twenty years; machinery and equipment, one to fifteen years) and commences once the assets are ready for their intended use. When certain events or changes in operating conditions occur, useful lives of the assets may be adjusted or an impairment assessment may be performed on the recoverability of the carrying value.

Goodwill and Intangible Assets: Goodwill is assessed for impairment at least annually at the reporting unit level, or more frequently if events or circumstances occur that would more likely than not reduce the fair value of a reporting unit below its carrying value level. The Company performs its annual assessment of goodwill for impairment as of the last day of the third quarter of each fiscal year, typically through a qualitative assessment. Indicators of impairment include: (i) macroeconomic conditions, (ii) industry and market conditions, (iii) cost factors, including product and selling, general and administrative costs, (iv) overall financial performance of the Company, (v) changes in share price, and (vi) other relevant company-specific events. If it is determined that it is more-likely-than-not that the fair value of the reporting unit is less than its carrying amount, the Company will perform a quantitative goodwill impairment test, which compares the fair value of the reporting unit to its carrying value. A quantitative assessment includes the assignment of assets and liabilities to each of the Company's reporting units and an assessment of the fair value of each of the Company's reporting units. The Company utilizes an income approach (discounted cash flows) to estimate the fair value of each reporting unit, which is corroborated by market multiples when available and as appropriate. Key assumptions in the quantitative analysis include revenue growth rates (including long-term growth rates for terminal value assumptions), operating margin estimates, discount rates, and where applicable, the comparable multiples from publicly traded companies in the Company's industry.

If the carrying amount of a reporting unit exceeds its fair value, the Company would recognize an impairment loss in an amount equal to that excess, limited to the total amount of goodwill allocated to that reporting unit.

Intangible assets are amortized on a straight line basis over their respective estimated useful lives ranging from one to twenty years. The Company has no intangible assets with indefinite useful lives.

Leases: The Company leases certain office, factory and warehouse space, land and other equipment, principally under non-cancelable operating leases.

The Company determines if an arrangement is a lease at inception of the contract. The Company's key considerations in determining whether a contract is or contains a lease include establishing whether the supplier has the ability to use other assets to fulfill its service or whether the terms of the agreement enable the Company to control the use of a dedicated asset during the contract term. In the majority of the Company's contracts where it must identify whether a lease is present, it is readily determinable that the Company controls the use of the assets and obtains substantially all of the economic benefit during the term of the contract. In those contracts where identification is not readily determinable, the Company has determined that the supplier has either the ability to use another asset to provide the service or the terms of the contract give the supplier the right to operate the asset at its discretion during the term of the contract.

Right-of-use ("ROU") assets and operating lease liabilities are recognized based on the present value of the future minimum lease payments over the lease term at the commencement date. The Company's lease payments are typically fixed or contain fixed escalators. The Company has elected to not separate lease and non-lease components for all of its current lease categories and therefore, all consideration is included in lease payments. For the Company's leases consisting of land and other equipment (i.e. "communications network sites"), future payments are subject to variability due to changes in indices or rates. The Company values its ROU assets and lease liabilities based on the index or rate in effect at lease commencement. Future changes in the indices or rates are accounted for as variable lease costs. Other variable lease costs include items that are not fixed at lease commencement including property taxes, insurance, and operating charges that vary based on usage. ROU assets also include lease payments made in advance and are net of lease incentives.

As the majority of the Company's leases do not provide an implicit rate, the Company uses its incremental borrowing rates based on the information available at the commencement date in determining the present value of future payments. The Company's incremental borrowing rates are based on the term of the lease, the economic environment of the lease, and the effect of collateralization.

The Company's lease terms range from one to twenty-one years and may include options to extend the lease by one to ten years or terminate the lease after the initial non-cancelable term. The Company does not include options in the determination of the lease term for the majority of leases as sufficient economic factors do not exist that would compel it to continue to use the underlying asset beyond the initial non-cancelable term. However, for the Company's communications network site leases that are necessary to provide services to customers under managed service arrangements, the Company includes options in the lease term to the extent of the customer contracts to which those leases relate.

Impairment of Long-Lived Assets: Long-lived assets, which include intangible assets, held and used by the Company are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of assets may not be recoverable. The Company evaluates recoverability of assets to be held and used by comparing the carrying amount of an asset (group) to future net undiscounted cash flows to be generated by the asset (group). If an asset (group) is considered to be impaired, the impairment to be recognized is equal to the amount by which the carrying amount of the asset (group) exceeds the asset's (group's) fair value calculated using a discounted future cash flows analysis or market comparable analysis. Assets held for sale, if any, are reported at the lower of the carrying amount or fair value less cost to sell.

Income Taxes: The Company records deferred income tax assets and liabilities based on the estimated future tax effects of differences between the financial and tax bases of assets and liabilities based on currently enacted tax laws. The Company's deferred and other tax balances are based on management's interpretation of the tax regulations and rulings in numerous tax jurisdictions. Income tax expenses and liabilities recognized by the Company also reflect its best estimates and assumptions regarding, among other things, the level of future taxable income, the effect of the Company's various tax planning strategies, and uncertain tax positions. Future tax authority rulings and changes in tax laws, changes in projected levels of taxable income, and future tax planning strategies could affect the actual effective tax rate and tax balances recorded by the Company.

Long-Term Receivables: Long-term receivables include trade receivables where contractual terms of the note agreement are greater than one year. The Company estimates credit losses on accounts receivable based on historical losses and then takes into account estimates of current and future economic conditions. Long-term receivables are considered past due if payments have not been received according to the contractual terms of the note agreement, including principal and interest. Impaired long-term receivables are valued based on the present value of expected future cash flows discounted at the receivable's effective interest rate, or the fair value of the collateral if the receivable is collateral dependent. Interest income and late fees on impaired long-term receivables are recognized only when payments are received. Previously impaired long-term receivables are no longer considered impaired and are reclassified to performing when they have performed under restructuring for four consecutive quarters.

Environmental Liabilities: The Company maintains a liability related to ongoing remediation efforts of environmental media such as groundwater, soil, and soil vapor, as well as related legal fees for a designated Superfund site under the Comprehensive Environmental Response, Compensation and Liability Act (commonly known as the "Superfund Act") incurred by a legacy business. It is the Company's policy to re-evaluate the reserve when certain events become known that will impact the future cash payments. When the timing and amount of the future cash payments are fixed or reliably determinable, the Company discounts the future cash flows used in estimating the accrual using a risk-free treasury rate. The current portion of the estimated environmental liability is included in the Accrued liabilities statement line and the non-current portion is included in the Other liabilities statement line within the Company's Consolidated Balance Sheet.

Foreign Currency: Certain non-U.S. operations within the Company use their respective local currency as their functional currency. Those operations that do not have the U.S. dollar as their functional currency translate assets and liabilities at current rates of exchange in effect at the balance sheet date and revenues and expenses using rates that approximate those in effect during the period. The resulting translation adjustments are included as a component of Accumulated other comprehensive income (loss) in the Company's Consolidated Balance Sheet. For those operations that have transactions denominated in local currency which differs from functional currency, transactions denominated in the local currency are measured in their functional currency using the current rates of exchange for monetary assets and liabilities and historical rates of exchange for nonmonetary assets. Gains and losses from remeasurement of monetary assets and liabilities are included in Other within Other income (expense) within the Company's Consolidated Statements of Operations.

The Company uses financial instruments to reduce its overall exposure to the effects of currency fluctuations on cash flows. The Company's policy prohibits speculation in financial instruments for profit on exchange rate fluctuations, trading in currencies for which there are no underlying exposures, or entering into transactions for any currency to intentionally increase the underlying exposure.

The Company's strategy related to foreign exchange exposure management is to offset the gains or losses on the financial instruments against gains or losses on the underlying operational cash flows, net investments or monetary assets and liabilities based on the Company's assessment of risk. The Company enters into derivative contracts for some of its non-functional currency cash, receivables, and payables, which are primarily denominated in major currencies that can be traded on open markets. The Company typically uses forward contracts and options to hedge these currency exposures. In addition, the Company has entered into derivative contracts for some forecasted transactions or net investments in some of its overseas entities, which are designated as part of a hedging relationship if it is determined that the transaction qualifies for hedge accounting under the provisions of the authoritative accounting guidance for derivative instruments and hedging activities. A portion of the Company's exposure is from currencies that are not traded in liquid markets and these are addressed, to the extent reasonably possible, by managing net asset positions, product pricing and component sourcing.

Derivative Instruments: For Foreign exchange contracts, not designated as hedging instruments, gains and losses are recorded immediately in Other income (expense) within the Consolidated Statements of Operations. For Equity swap contracts, which do not qualify for hedge accounting, gains and losses are recorded immediately in Selling, general and administrative expenses within the Consolidated Statements of Operations. Gains and losses pertaining to instruments designated as net investment hedges that qualify for hedge accounting are recognized as a component of Accumulated other comprehensive income. Components excluded from the assessment of hedge ineffectiveness in net investment hedges are included in Accumulated other comprehensive income at their initial value and amortized into Interest expense, net on a straight-line basis. Gains and losses pertaining to instruments designated as cash flow hedges that qualify for hedge accounting are recognized as a component of Accumulated other comprehensive income.

Fair Value Measurements: The Company holds certain fixed income securities, equity securities and derivatives, which are recognized and disclosed at fair value in the financial statements. Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants as of the measurement date and is measured using the fair value hierarchy. This hierarchy prescribes valuation techniques based on whether the inputs to each measurement are observable or unobservable. Observable inputs reflect market data obtained from independent sources, while unobservable inputs reflect the Company's assumptions about current market conditions. The prescribed fair value hierarchy and related valuation methodologies are as follows:

Level 1 — Quoted prices for identical instruments in active markets.

Level 2 — Quoted prices for similar instruments in active markets, quoted prices for identical or similar instruments in markets that are not active, and model-derived valuations, in which all significant inputs are observable, in active markets.

Level 3 — Valuations derived from valuation techniques, in which one or more significant inputs are unobservable.

Earnings Per Share: The Company calculates its basic earnings per share-based on the weighted-average number of common shares issued and outstanding. Net earnings attributable to Motorola Solutions, Inc. is divided by the weighted average common shares outstanding during the period to arrive at the basic earnings per share. Diluted earnings per share is calculated by dividing net earnings attributable to Motorola Solutions, by the sum of the weighted-average number of common shares used in the basic earnings per share calculation and the weighted-average number of common shares that would be issued assuming exercise or conversion of all potentially dilutive securities, excluding those securities that would be anti-dilutive to the earnings per share calculation. Both basic and diluted earnings per share amounts are calculated for net earnings attributable to Motorola Solutions for all periods presented.

Share-Based Compensation Costs: The Company grants share-based compensation awards and offers an employee stock purchase plan. The amount of compensation cost for these share-based awards is generally measured based on the fair value of the awards as of the date that the share-based awards are issued and adjusted to the estimated number of awards that are expected to vest. The fair value of stock options is generally determined using a Black-Scholes option pricing model which incorporates assumptions about expected volatility, risk-free rate, dividend yield, and expected life. Performance-based stock options, performance stock units, and market stock units vest based on market conditions and are therefore measured under a Monte Carlo simulation in order to simulate a range of possible future unit prices for Motorola Solutions over the performance period. Compensation cost for share-based awards is recognized on a straight-line basis over the vesting period.

Defined Benefit Plans: The Company records annual expenses relating to its defined benefit plans based on calculations which include various actuarial assumptions, including discount rates, assumed asset rates of return, compensation increases, and turnover rates. The Company reviews its actuarial assumptions on an annual basis and makes modifications to the assumptions based on current rates and trends. Under relevant accounting rules, when almost all of the plan participants are considered inactive, the amortization period for certain unrecognized gains and losses changes from the average remaining service period to the average remaining lifetime of the participants. As such, depending on the specific plan, the Company amortizes gains and losses over periods ranging from eight to twenty-five years. Prior service costs are amortized over periods ranging from fourteen to twenty-four years. Benefits under all pension plans are valued based on the projected unit credit cost method. The Company utilizes a five-year, market-related asset value method of recognizing asset related gains and losses.

The benefit obligation and plan assets for the Company's defined benefit plans are presented on a net basis according to the plans' net funded status and measured as of December 31, 2025.

Recent Acquisitions:

On November 18, 2025, the Company acquired Blue Eye, a provider of AI-powered enterprise remote video monitoring ("RVM") services for $79 million, net of cash acquired. In addition, the Company issued restricted stock at a fair value of $1 million to certain key employees that will be expensed over a service period of two years. The acquisition enhances the Company's video security portfolio, serving a wide range of enterprises with real-time intelligence to help reduce loss and damage, mitigate risk and boost profitability. This business is part of the Software and Services segment.

On August 6, 2025, the Company acquired Silvus Technologies Holdings Inc. ("Silvus") from Silvus Technologies Group LLC (the "Seller"). Silvus designs and develops software-defined high-speed MANET technology that enables highly secure data, video and voice communications without the need for fixed infrastructure. This acquisition brings mobile ad-hoc network expertise and new applications to the Company's public safety and enterprise portfolio. The purchase price of $4.4 billion consisted of cash payments of $4.4 billion, net of cash acquired and customary purchase price adjustments, and contingent earnout consideration that had an estimated fair value as of the acquisition date of $38 million. Under the terms of the transaction, the Seller will have the potential to earn the contingent earnout consideration upon the achievement of certain financial targets of up to $600 million in total, comprised of up to $150 million for the annual period from July 5, 2026 through July 3, 2027 and up to $450 million for the annual period from July 4, 2027 through July 1, 2028 (with the potential to earn catch-up earnout consideration based on performance in the annual period from July 4, 2027 through July 1, 2028 if the maximum earnout for the annual period from July 5, 2026 through July 3, 2027 is not earned). The earnout consideration, if any, will be paid in shares of common stock. This business is part of both the Products and Systems Integration segment and the Software and Services segment.

On March 6, 2025, the Company acquired Theatro, a maker of AI and voice-powered communication and digital workflow software for frontline workers for $174 million, net of cash acquired. In addition, the Company issued restricted stock at a fair value of $5 million to certain key employees that will be expensed over a service period of three years. The acquisition enhances the Company's portfolio of enterprise technologies by integrating Theatro's AI voice assistant in the Company's complementary workflows across our portfolio, including body cameras, fixed video, panic buttons and radios. This business is part of the Software and Services segment.

On February 21, 2025, the Company acquired RapidDeploy, a provider of cloud-native 911 solutions for public safety for $240 million, net of cash acquired. In addition, the Company issued restricted stock at a fair value of $6 million to certain key employees that will be expensed over a service period of two years. The acquisition complements the Company's Command Center portfolio of 911 solutions. This business is part of the Software and Services segment.

On October 29, 2024, the Company acquired 3tc Software, a provider of control room software solutions for $23 million, net of cash acquired. In addition, the Company issued restricted stock at a fair value of $4 million to certain key employees that will be expensed over a service period of one year. The acquisition expands the Company's critical experience and innovation focused on advancing computer-aided dispatch ("CAD") for the U.K.'s public safety agencies. This business is part of the Software and Services segment.

On July 1, 2024, the Company acquired Noggin, a global provider of critical event management ("CEM") software for $92 million, net of cash acquired. In addition, the Company issued restricted stock at a fair value of $19 million to certain key employees that will be expensed over a service period of three years. This acquisition enhances the Company's portfolio by adding operational resilience and CEM capabilities, which help enterprises and critical infrastructure anticipate, prepare for and efficiently respond to incidents. The business is part of the Software and Services segment.

On July 1, 2024, the Company acquired a company that provides vehicle location and management solutions for $132 million, net of cash acquired. In addition, the Company issued restricted stock at a fair value of $3 million to certain key employees that will be expensed over a service period of three years. The acquisition expands the Company's video solutions within the Software and Services segment.

On February 13, 2024, the Company acquired Silent Sentinel, a provider of specialized, long-range cameras, for $37 million, net of cash acquired. This acquisition complements the Company's portfolio of fixed video cameras, expanding its footprint with government and critical infrastructure customers and strengthens the Company's position as a global leader in end-to-end video security solutions. The business is part of the Products and System Integration segment.

On December 15, 2023, the Company acquired IPVideo, the creator of the HALO Smart Sensor, for $170 million, net of cash acquired. In addition, the Company issued restricted stock at a fair value of $5 million to certain key employees that will be expensed over a service period of one year. The HALO Smart Sensor is a multifunctional safety and security device with built-in vape detection and air quality monitoring, gunshot detection, abnormal noise and motion detection and emergency keyword detection. This acquisition adds sensor technology to the Company's physical security portfolio. The business is a part of the Products and Systems Integration segment.

Recent Accounting Pronouncements:

In September 2025, the Financial Accounting Standards Board ("FASB") issued Accounting Standard Update ("ASU") No. 2025-06, "Intangibles-Goodwill and Other-Internal-Use Software (Subtopic 350-40): Targeted Improvements to the Accounting for Internal-Use Software" to modernize the accounting for internal-use software costs. The ASU is effective for fiscal years beginning after December 15, 2027 and interim periods with annual reporting periods beginning after December 15, 2027, with early adoption permitted. The Company is still evaluating the complete impact of the adoption of this ASU on its financial statements and disclosures.

In July 2025, the FASB issued ASU No. 2025-05, "Financial Instruments-Credit Losses (Topic 326): Measurement of Credit Losses for Accounts Receivable and Contract Assets" to introduce a practical expedient in the estimation of expected credit losses for current accounts receivable and current contract assets. The ASU is effective for fiscal years beginning after December 15, 2025 and interim periods with annual reporting periods beginning after December 15, 2025, with early adoption permitted. The Company is still evaluating the complete impact of the adoption of this ASU on its financial statements and disclosures.

In November 2024, the Financial Accounting Standards Board ("FASB") issued Accounting Standard Update ("ASU") No. 2024-03, "Disaggregation of Income Statement Expenses" (DISE), to enhance disclosures relating to key income statement expense topics. The ASU is effective for fiscal years beginning after December 15, 2026 and interim periods beginning in 2028, with early adoption permitted. The Company is still evaluating the complete impact of the adoption of this ASU on its disclosures.

Recently Adopted Accounting Pronouncements:

In December 2023, the FASB issued ASU No. 2023-09, "Income Taxes (Topic 740): Improvements to Income Tax Disclosures," which expands disclosures in an entity's income tax rate reconciliation table and disclosures regarding cash taxes paid both in the U.S. and foreign jurisdictions. This ASU is effective for fiscal years beginning after December 15, 2024, with early adoption permitted. The Company adopted ASU No. 2023-09 for the year ended December 31, 2025 and applied the retrospective transition method. Refer to "Note 7: Income Taxes" to our consolidated financial statements in this "Part II. Item 8. Financial Statements and Supplementary Data" of this Form 10-K for the related disclosures.

2. Revenue from Contracts with Customers

Disaggregation of Revenue

Following the acquisition of Silvus Technologies Holdings Inc. ("Silvus") in August 2025, we renamed our "Land Mobile Radio Communications" technology to MCN. We combined our legacy Land Mobile Radio portfolio with the newly acquired Silvus and now report net sales under MCN. This name change does not require any financial information to be reclassified from previous periods.

The following table summarizes the disaggregation of our revenue by segment, geography, major product and service type and customer type for the years ended December 31, 2025, 2024 and 2023, consistent with the information reviewed by our chief operating decision maker, the chief executive officer, for evaluating the financial performance of reportable segments:

	Years Ended								
	2025			2024			2023		
(in millions)	**Products and Systems Integration**	**Software and Services**	**Total**	Products and Systems Integration	Software and Services	Total	Products and Systems Integration	Software and Services	Total
Regions									
North America	**$ 5,318**	**$ 3,044**	**$ 8,362**	$ 5,097	$ 2,723	$ 7,820	$ 4,507	$ 2,425	$ 6,932
International	**1,935**	**1,385**	**3,320**	1,786	1,211	2,997	1,735	1,311	3,046
	$ 7,253	**$ 4,429**	**$ 11,682**	$ 6,883	$ 3,934	$ 10,817	$ 6,242	$ 3,736	$ 9,978
Major Products and Services									
Mission Critical Networks (MCN)	**$ 6,066**	**$ 2,581**	**$ 8,647**	$ 5,739	$ 2,361	$ 8,100	$ 5,127	$ 2,399	$ 7,526
Video	**1,187**	**933**	**2,120**	1,144	776	1,920	1,115	611	1,726
Command Center	**—**	**915**	**915**	—	797	797	—	726	726
	$ 7,253	**$ 4,429**	**$ 11,682**	$ 6,883	$ 3,934	$ 10,817	$ 6,242	$ 3,736	$ 9,978
Customer Type									
Direct	**$ 4,618**	**$ 4,037**	**$ 8,655**	$ 4,238	$ 3,586	$ 7,824	$ 3,619	$ 3,396	$ 7,015
Indirect	**2,635**	**392**	**3,027**	2,645	348	2,993	2,623	340	2,963
	$ 7,253	**$ 4,429**	**$ 11,682**	$ 6,883	$ 3,934	$ 10,817	$ 6,242	$ 3,736	$ 9,978

Remaining Performance Obligations

Remaining performance obligations represent the revenue that is expected to be recognized in future periods related to performance obligations that are unsatisfied, or partially unsatisfied, as of the end of a period. Remaining performance obligations are equal to disclosed backlog, except within our Software and Services contracts where multi-year contract terms may be limited by the customer's ability to terminate for convenience. Where termination for convenience exists in the Company's service contracts, its disclosure of the remaining performance obligations that are unsatisfied assumes the contract term is limited until renewal. The transaction value associated with remaining performance obligations which were not yet satisfied as of December 31, 2025 was $9.6 billion, of which $4.0 billion is expected to be recognized in the next twelve months. The remaining amounts will generally be satisfied over time as systems are implemented and services are performed.

Contract Balances

December 31 (in millions)	**2025**	2024	2023
Accounts receivable, net	**$ 2,200**	$ 1,952	$ 1,710
Contract assets	**1,574**	1,230	1,102
Contract liabilities	**2,265**	2,072	2,037
Non-current contract liabilities	**751**	496	424

Payment terms on system contracts are typically tied to implementation milestones associated with progress on contracts, while revenue recognition is over time based on a cost-to-cost method of measuring performance. The Company may recognize a Contract asset or Contract liability, depending on whether revenue has been recognized in excess of billings or billings in excess of revenue. Services contracts are typically billed in advance, generating Contract liabilities until the Company has performed the services. The Company does not record a financing component to contracts when it expects, at contract inception, that the period between the transfer of a promised good or service and related payment terms are less than a year.

The Company recognized revenue of $1.3 billion during the years ended December 31, 2025, 2024 and 2023 which was previously included in Contract liabilities as of January 1, 2025, 2024 and 2023. Revenue of $7 million was reversed during the year ended December 31, 2025 related to performance obligations satisfied, or partially satisfied, in previous periods, primarily driven by changes in the estimates of progress on system contracts, compared to $28 million reversed during the year ended December 31, 2024 and $37 million reversed during the year ended December 31, 2023.

There have been no material expected credit losses recognized on contract assets during the year ended December 31, 2025.

Contract Cost Balances

December 31 (in millions)	**2025**	2024	2023
Current contract cost assets	**$ 72**	$ 70	$ 56
Non-current contract cost assets	**152**	141	119

Contract cost assets include incremental costs to obtain a contract, primarily related to the Company's sales incentive plans, and certain costs to fulfill contracts. Contract cost assets are amortized into expense over a period that follows the passage of control to the customer over time. Incremental costs to obtain a contract with the Company's sales incentive plans are accounted for under a portfolio approach, with amortization ranging from one year to eight years to approximate the recognition of revenues over time. Where incremental costs to obtain a contract will be recognized in one year or less, the Company applies a practical expedient around expensing amounts as incurred. Amortization of contract cost assets was $52 million for the year ended December 31, 2025, compared to $51 million as of the year ended December 31, 2024 and $61 million as of the year ended December 31, 2023.

3. Leases

The Company leases certain office, factory and warehouse space, land and other equipment under various operating leases.

Components of Lease Expense

(in millions)	**December 31, 2025**	December 31, 2024	December 31, 2023
Lease expense:			
Operating lease cost	**$ 146**	$ 140	$ 140
Short-term lease cost	**2**	1	1
Variable cost	**47**	47	36
Sublease income	**(6)**	(5)	(5)
Net lease expense from operating leases	**$ 189**	$ 183	$ 172

Operating Lease Assets and Liabilities

(in millions)	*Statement Line Classification*	**December 31, 2025**	December 31, 2024
Right-of-use lease assets	Operating lease assets	**$ 581**	$ 529
Current lease liabilities	Accrued liabilities	**133**	127
Operating lease liabilities	Operating lease liabilities	**471**	427

Other Information Related to Leases

(in millions)	**December 31, 2025**	December 31, 2024	December 31, 2023
Supplemental cash flow information:			
Net cash used for operating activities related to operating leases	**$ 156**	$ 152	$ 147
Right-of-use assets obtained in exchange for lease liabilities	**$ 143**	$ 150	$ 98

During the year ended December 31, 2025, assets obtained in exchange for lease liabilities were primarily driven by new and renewed real estate leases. During the year ended December 31, 2024, the Company recorded $80 million of assets obtained in exchange for lease liabilities due to an assumption that it is reasonably certain that renewal options will be extended on its radio tower site leases operated within the Airwave radio network, consistent with the Home Office's notice of contract extension for the Airwave service through December 31, 2029. During the year ended December 31, 2023, the Company included $66 million of additional leases due to renewals of three large managed service contracts due to an assumption that it is reasonably certain that renewal options will be extended on the associated radio tower site leases.

	December 31, 2025	December 31, 2024
Weighted average remaining lease terms (years)	**5**	5
Weighted average discount rate	**4.21 %**	3.97 %

Future Lease Payments

December 31 (in millions)		Amount
2026	$	155
2027		153
2028		125
2029		93
2030		43
Thereafter		107
Total lease payments	$	676
Less: Interest		72
Present value of operating lease liabilities	$	604

4. Other Financial Data

Statement of Operations Information

Other Charges (Income)

Other charges (income) included in Operating earnings consist of the following:

Years ended December 31 (in millions)		**2025**		2024		2023
Other charges (income):						
Intangibles amortization (Note 15)	**$**	**234**	$	152	$	177
Reorganization of businesses (Note 14)		**44**		26		22
Legal settlements		**15**		7		4
Fixed asset impairments		**—**		2		3
Environmental reserve expense		**2**		2		15
Exit of video manufacturing operations		**—**		—		24
Operating lease asset impairments		**2**		6		6
Acquisition-related transaction fees		**66**		20		7
Gain on Hytera litigation (Note 12)		**(157)**		(61)		—
Other		**1**		1		(1)
	$	**207**	$	155	$	257

During the years ended December 31, 2025 and 2024, the Company recognized gains on the Hytera litigation of $157 million and $61 million, respectively, for amounts recovered through legal proceedings due to theft of the Company's trade secrets. Refer to "Hytera Civil Litigation" within "Note 12: Commitments and Contingencies" to our consolidated financial statements in this "Part II. Item 8. Financial Statements and Supplementary Data" of this Form 10-K for further discussion regarding the Hytera litigation.

During the year ended December 31, 2023, the Company entered into an arrangement to sell its video manufacturing operations in Richmond, British Columbia and Richardson, Texas, and recognized an impairment loss of $24 million within Other charges in the Consolidated Statements of Operations, as the carrying value of the asset group was below the expected selling price.

Other Income (Expense)

Interest expense, net, and Other both included in Other income (expense) consist of the following:

Years ended December 31 (in millions)	**2025**	2024	2023
Interest expense, net:			
Interest expense	**$ (360)**	$ (295)	$ (249)
Interest income	**58**	68	33
	$ (302)	$ (227)	$ (216)
Other, net:			
Net periodic pension and postretirement benefit (Note 8)	**$ 124**	$ 132	$ 99
Loss from the extinguishment of long-term debt (Note 5)	**—**	(585)	—
Investment impairments	**(4)**	(3)	(16)
Foreign currency gain (loss)	**(55)**	2	(53)
Gain (loss) on derivative instruments (Note 6)	**42**	(19)	20
Fair value adjustments to equity investments	**19**	(5)	13
Assessments of uncertain tax positions (Note 7)	**—**	(11)	—
Other	**—**	—	5
	$ 126	$ (489)	$ 68

Earnings Per Common Share

Basic and diluted earnings per common share from net earnings attributable to Motorola Solutions, Inc. are computed as follows:

	Amounts attributable to Motorola Solutions, Inc. common stockholders		
	Net Earnings		
Years ended December 31	**2025**	2024	2023
Basic earnings per common share:			
Earnings	**$ 2,154**	$ 1,577	$ 1,709
Weighted average common shares outstanding	**166.6**	166.8	167.0
Per share amount	**$ 12.93**	$ 9.45	$ 10.23
Diluted earnings per common share:			
Earnings	**$ 2,154**	$ 1,577	$ 1,709
Weighted average common shares outstanding	**166.6**	166.8	167.0
Add effect of dilutive securities:			
Share-based awards	**2.4**	4.0	3.7
1.75% senior convertible notes	**—**	—	1.5
Diluted weighted average common shares outstanding	**169.0**	170.8	172.1
Per share amount	**$ 12.75**	$ 9.23	$ 9.93

In the computation of diluted earnings per common share for the year ended December 31, 2025, the assumed exercise of 0.1 million options and 0.1 million awards subject to performance conditions were excluded because their inclusion would have been antidilutive. In the computation of diluted earnings per common share for the year ended December 31, 2024, the assumed exercise of 0.1 million options were excluded because their inclusion would have been antidilutive. In the computation of diluted earnings per common share for the year ended December 31, 2023, the assumed exercise of 0.1 million options and 0.2 million awards subject to performance conditions were excluded because their inclusion would have been antidilutive.

In connection with the acquisition of Silvus, the Seller will have the potential to earn contingent earnout consideration upon the achievement of certain financial targets payable in shares of common stock of up to $600 million in total, comprised of up to $150 million for the annual period from July 5, 2026 through July 3, 2027 and up to $450 million for the annual period from July 4, 2027 through July 1, 2028 (with the potential to earn catch-up earnout consideration based on performance in the annual period from July 4, 2027 through July 1, 2028 if the maximum earnout for the annual period from July 5, 2026 through July 3, 2027 is not earned). The estimated fair value of the total contingent earnout consideration was $37 million as of December 31, 2025. The shares required to settle the contingent earnout consideration will only be reflected within diluted earnings per share when and if the earnout financial targets have been achieved, in each of the two respective periods.

In 2023, the Company had $1.0 billion of 1.75% senior convertible notes outstanding (the "Silver Lake Convertible Debt"). The notes were convertible based on a rate of 4.9670 per $1,000 principal amount as of December 31, 2023 (equal to a conversion price of $201.33 per share), adjusted for dividends declared through the date of settlement. In 2021, the Company's Board of Directors approved an irrevocable determination requiring the future settlement of the Silver Lake Convertible Debt to be in cash. Because the Company irrevocably decided to settle the principal amount of the Silver Lake Convertible Debt in cash, the Company did not reflect any shares underlying the Silver Lake Convertible Debt in its diluted weighted average shares outstanding until the average stock price per share for the period exceeded the conversion price. For the years ended December 31, 2023, the Company included the number of shares that would be issuable upon conversion in the Company's computation of diluted earnings per share, based on the amount by which the average stock price exceeded the conversion price. In 2024, the Company repurchased the $1.0 billion aggregate principal amount of the Silver Lake Convertible Debt for aggregate consideration of $1.59 billion in cash, inclusive of the conversion premium, recognizing a loss on the extinguishment of $585 million. Accordingly, in the computation of diluted earnings per common share for the year ended December 31, 2024, a total of 0.2 million shares related to the Silver Lake Convertible Debt were excluded from the computation of diluted earnings per common share because their inclusion would have been antidilutive. Refer to "Note 5: Debt and Credit Facilities" to our consolidated financial statements in this "Part II. Item 8. Financial Statements and Supplementary Data" of this Form 10-K for more information regarding the repurchase.

Balance Sheet Information

Accounts Receivable, Net

Accounts receivable, net, consists of the following:

December 31	**2025**	2024
Accounts receivable	**$ 2,283**	$ 2,035
Less allowance for credit losses	**(83)**	(83)
	$ 2,200	**$ 1,952**

Inventories, Net

Inventories, net, consist of the following:

December 31	**2025**	2024
Finished goods	**$ 455**	$ 396
Work-in-process and production materials	**644**	498
	1,099	894
Less inventory reserves	**(116)**	(128)
	$ 983	$ 766

Other Current Assets

Other current assets consist of the following:

December 31	**2025**	2024
Current contract cost assets (Note 2)	**$ 72**	$ 70
Contractor receivables	**19**	44
Tax-related deposits (Note 7)	**41**	54
Other	**246**	261
	$ 378	$ 429

Property, Plant and Equipment, Net

Property, plant and equipment, net, consist of the following:

December 31		**2025**		2024
Land	**$**	**5**	$	5
Leasehold improvements		**479**		441
Machinery and equipment		**2,655**		2,243
		3,139		2,689
Less accumulated depreciation		**(1,974)**		(1,667)
	$	**1,165**	$	1,022

Depreciation expense for the years ended December 31, 2025, 2024, and 2023 was $191 million, $184 million and $179 million, respectively.

Investments

Investments consist of the following:

December 31		**2025**		2024
Common stock	**$**	**42**	$	23
Strategic investments, at cost		**54**		26
Company-owned life insurance policies		**83**		75
Equity method investments		**8**		11
	$	**187**	$	135

Other Assets

Other assets consist of the following:

December 31		**2025**		2024
Defined benefit plan assets (Note 8)	**$**	**228**	$	162
Non-current contract cost assets (Note 2)		**152**		141
Non-current long-term receivables (Note 11)		**59**		41
Other		**52**		31
	$	**491**	$	375

Accounts Payable

The Company utilizes a supplier finance program that provides suppliers with the ability to accelerate payment on the Company's invoices beyond the stated payment terms. Under the terms of this program, the Company agrees to pay an intermediary the stated amount of confirmed invoices on the stated maturity dates of the invoices, and the supplier is able to negotiate earlier payment terms with the intermediary. The Company or the intermediary may terminate the agreement at any time upon 60 days' notice. The Company does not provide any forms of guarantees under this arrangement. Supplier participation in the program is solely at the supplier's discretion, and the participating suppliers negotiate their arrangements directly with the intermediary. The Company has no economic interest in a supplier's decision to participate in the program, and their participation has no bearing on our payment terms or amounts due. The stated invoice payment terms range from 75 to 120 days from the invoice date and are considered commercially reasonable.

The Company's outstanding amounts related to the suppliers participating in this program was $34 million and $38 million as of December 31, 2025 and December 31, 2024, respectively. Supplier finance program obligations are classified as Accounts payable within the Consolidated Balance Sheets. The following table displays a rollforward of the confirmed amount of supplier finance obligations from January 1, 2024 to December 31, 2025:

(in millions)		**2025**		2024
Confirmed obligations at the beginning of the year	**$**	**38**	$	35
Invoices confirmed during the year		**137**		139
Confirmed invoices paid during the year		**(141)**		(136)
Confirmed obligations outstanding at the end of the year	**$**	**34**	$	38

Accrued Liabilities

Accrued liabilities consist of the following:

December 31		**2025**		2024
Compensation	**$**	**479**	$	406
Tax liabilities (Note 7)		**225**		217
Dividend payable		**201**		182
Trade liabilities		**194**		160
Operating lease liabilities (Note 3)		**133**		127
Customer reserves		**125**		97
External interest liabilities		**113**		52
Other		**460**		402
	$	**1,930**	$	1,643

Other Liabilities

Other liabilities consist of the following:

December 31		**2025**		2024
Defined benefit plans (Note 8)	**$**	**683**	$	768
Non-current contract liabilities (Note 2)		**751**		496
Unrecognized tax benefits (Note 7)		**41**		39
Deferred income taxes (Note 7)		**124**		87
Environmental Reserve		**119**		119
Deferred compensation		**111**		89
Other		**171**		121
	$	**2,000**	$	1,719

Stockholders' Equity Information

Share Repurchase Program: Through a series of actions, the Board of Directors has authorized the Company to repurchase in the aggregate up to $18.0 billion of its outstanding shares of common stock (the "share repurchase program"). The share repurchase program does not have an expiration date. As of December 31, 2025, the Company had used approximately $16.9 billion of the share repurchase authority to repurchase shares, leaving approximately $1.1 billion of authority available for future repurchases. During the year ended December 31, 2024, the Company paid $3 million of 1% excise tax pursuant to the Inflation Reduction Act of 2022, related to its 2023 share repurchases in excess of issuances.

The Company's share repurchases for 2025, 2024, and 2023 can be summarized as follows:

Year	*Shares Repurchased (in millions)*		*Average Price*		*Amount (in millions)*
2025	2.7	$	420.21	$	1,154
2024	0.6		396.69		244
2023	2.9		278.56		804

Payment of Dividends: On November 18, 2025, the Company announced that its Board of Directors approved an increase in the quarterly cash dividend from $1.09 per share of common stock to $1.21 per share of common stock. During the years ended December 31, 2025, 2024, and 2023 the Company paid $728 million, $654 million, and $589 million, respectively, in cash dividends to holders of its common stock. On January 15, 2026, the Company paid an additional $201 million in cash dividends to holders of its common stock.

Accumulated Other Comprehensive Loss

The following table displays the changes in Accumulated other comprehensive loss, including amounts reclassified into income, and the affected line items in the Consolidated Statements of Operations during the years ended December 31, 2025, 2024, and 2023:

	Years ended December 31		
	2025	2024	2023
Foreign Currency Translation Adjustments:			
Balance at beginning of period	**$ (546)**	$ (482)	$ (539)
Other comprehensive income (loss) before reclassification adjustment	**103**	(64)	64
Reclassification adjustment into Net earnings	**(6)**	(2)	(3)
Tax benefit (expense)	**4**	2	(4)
Other comprehensive income (loss), net of tax	**101**	(64)	57
Balance at end of period	**$ (445)**	$ (546)	$ (482)
Derivative instruments:			
Balance at beginning of period	**$ (7)**	$ (12)	$ —
Other comprehensive income (loss) before reclassification adjustment	**—**	4	(12)
Reclassification adjustment into Interest expense, net	**1**	1	—
Other comprehensive income (loss), net of tax	**1**	5	(12)
Balance at end of period	**$ (6)**	$ (7)	$ (12)
Defined Benefit Plans:			
Balance at beginning of period	**$ (1,986)**	$ (2,046)	$ (1,996)
Other comprehensive income (loss) before reclassification adjustment	**(13)**	44	(130)
Tax benefit (expense)	**3**	(9)	34
Other comprehensive income (loss) before reclassification adjustment, net of tax	**(10)**	35	(96)
Reclassification adjustment - Actuarial net losses into Other income (expense)	**37**	34	61
Reclassification adjustment - Prior service benefits into Other income (expense)	**—**	—	1
Tax expense	**(10)**	(9)	(16)
Reclassification adjustments into Net earnings, net of tax	**27**	25	46
Other comprehensive income (loss), net of tax	**17**	60	(50)
Balance at end of period	**$ (1,969)**	$ (1,986)	$ (2,046)
Total Accumulated other comprehensive loss	**$ (2,420)**	$ (2,539)	$ (2,540)

5. Debt and Credit Facilities

Debt

December 31	2025	2024
7.5% debentures due 2025	$ —	$ 252
6.5% debentures due 2025	—	70
364 day term loan	749	—
4.6% senior notes due 2028	698	696
Term loan due 2028	748	—
6.5% debentures due 2028	24	24
5.0% senior notes due 2029	397	396
4.6% senior notes due 2029	802	802
2.3% senior notes due 2030	896	895
4.85% senior notes due 2030	595	—
2.75% senior notes due 2031	847	846
5.2% senior notes due 2032	496	—
5.6% senior notes due 2032	597	596
5.4% senior notes due 2034	894	893
5.55% senior notes due 2035	892	—
6.625% senior notes due 2037	38	38
5.5% senior notes due 2044	397	397
5.22% debentures due 2097	93	93
	9,163	5,998
Adjustments for unamortized gains on interest rate swap terminations	(1)	(1)
Less: current portion	(749)	(322)
Long-term debt	$ 8,413	$ 5,675

During the year ended December 31, 2025, the Company repaid the $252 million aggregate principal amount of the 7.5% debentures due 2025 and $70 million aggregate principal amount of the 6.5% debentures due 2025. Furthermore, during the year ended December 31, 2025 the Company borrowed and repaid $179 million of short-term borrowings, including commercial paper which had a weighted-average interest rate of 4.29%.

On June 16, 2025, the Company issued $600 million of 4.85% senior notes due 2030, $500 million of 5.2% senior notes due 2032 and $900 million of 5.55% senior notes due 2035. The Company recognized net proceeds of approximately $2.0 billion after debt issuance costs and discounts. The proceeds from these notes were used to fund a portion of the acquisition of Silvus.

On August 6, 2025, the Company borrowed $1.5 billion of senior delayed draw term loan facilities comprised of a $750 million 364-day facility and a $750 million three-year facility ("term loan due 2028") to fund a portion of the acquisition of Silvus. The Company must comply with certain customary covenants including a maximum leverage ratio, as defined in the 364-Day Term Loan Credit Agreement and Three-Year Term Loan Credit Agreement, each entered into on July 21, 2025. The Company was in compliance with its financial covenants as of December 31, 2025. During the year ended December 31, 2025, the weighted average interest rate of the 364-day facility and the term loan due 2028 was 5.10% and 5.25%, respectively. As of December 31, 2025, $749 million of the 364-day term loan was presented as short-term borrowings within the Company's Consolidated Balance Sheets. Subsequent to year-end, on January 30, 2026, the Company repaid $200 million of the $750 million 364-day term loan, reducing the outstanding principal balance to $550 million.

On September 5, 2019, the Company entered into an agreement with Silver Lake Partners to issue the Silver Lake Convertible Debt, which became fully convertible on September 5, 2021. In 2024, the Company repurchased the $1.0 billion aggregate principal amount of the Silver Lake Convertible Debt for aggregate consideration of $1.59 billion in cash, inclusive of the conversion premium. The repurchase of the Silver Lake Convertible Debt was accounted for as an extinguishment of debt, as the repurchase was negotiated under economically favorable terms outside of the original contractual conversion rate. A loss on the extinguishment of $585 million was recorded, representing the excess amounts repurchased over the carrying value of debt of $593 million, offset by accrued interest of $8 million. The loss on the extinguishment of debt was recorded within Other Income (Expense) in the Consolidated Statements of Operations during the year ended December 31, 2024.

The Company has an unsecured commercial paper program, backed by the 2025 Motorola Solutions Credit Agreement (defined below), under which the Company may issue unsecured commercial paper notes up to a maximum aggregate principal amount of $2.2 billion outstanding at any one time. Proceeds from the issuances of the commercial paper notes are expected to be used for general corporate purposes. The notes are issued at a zero-coupon rate and are issued at a discount which reflects the interest component. At maturity, the notes are paid back in full including the interest component. The notes are not redeemable prior to maturity. As of December 31, 2025 the Company had no outstanding debt under the commercial paper program.

Aggregate requirements for debt maturities during the next five years are as follows: $750 million in 2026, no maturities in 2027, $1.5 billion in 2028, $1.2 billion in 2029 and $1.5 billion in 2030.

Credit Facilities

On April 25, 2025, the Company entered into a $2.25 billion syndicated, unsecured revolving credit facility maturing in April 2030 which can be used for general corporate purposes and letters of credit (the "2025 Motorola Solutions Credit Agreement"), which replaced the Company's $2.25 billion 2021 Motorola Solutions Credit Agreement which was scheduled to mature in March 2026. Borrowings under the facility bear interest at the prime rate plus the applicable margin, or at a spread above the Secured Overnight Financing Rate (SOFR), at the Company's option. An annual facility fee is payable on the undrawn amount of the credit line. The interest rate and facility fee are subject to adjustment if the Company's credit rating changes. The Company must comply with certain customary covenants including a maximum leverage ratio, as defined in the 2025 Motorola Solutions Credit Agreement. The Company was in compliance with its financial covenants as of December 31, 2025.

6. Risk Management

Foreign Currency Risk

The Company had outstanding foreign exchange contracts with notional amounts totaling $1.6 billion and $1.0 billion at December 31, 2025 and December 31, 2024, respectively. The Company does not believe these financial instruments should subject it to undue risk due to foreign exchange movements because gains and losses on these contracts should generally offset gains and losses on the underlying assets, liabilities and transactions.

The following table shows the Company's five largest net notional amounts of the positions to buy or sell foreign currency as of December 31, 2025 and the corresponding positions as of December 31, 2024:

	Notional Amount	
Net Buy (Sell) by Currency	**2025**	2024
British pound	**$ 301**	$ 124
Euro	**191**	150
Australian dollar	**(160)**	(136)
Canadian dollar	**115**	70
Danish krone	**58**	23

Counterparty Risk

The use of derivative financial instruments exposes the Company to counterparty credit risk in the event of non-performance by counterparties. However, the Company's risk is limited to the fair value of the instruments when the derivative is in an asset position. The Company actively monitors its exposure to credit risk. As of December 31, 2025, all of the counterparties had investment grade credit ratings. As of December 31, 2025, the credit risk with all derivative counterparties was approximately $10 million.

Derivative Financial Instruments

The following tables summarize the fair values and location in the Consolidated Balance Sheet of all derivative financial instruments held by the Company at December 31, 2025 and 2024:

	Fair Values of Derivative Instruments	
December 31, 2025	*Other Current Assets*	*Accrued Liabilities*
Derivatives designated as hedging instruments:		
Foreign exchange contracts	$ —	$ 19
Derivatives not designated as hedging instruments:		
Foreign exchange contracts	$ 10	$ —
Total derivatives	$ 10	$ 19

December 31, 2024	Fair Values of Derivative Instruments	
	Other Current Assets	*Accrued Liabilities*
Derivatives designated as hedging instruments:		
Foreign exchange contracts	$ 7	$ —
Derivatives not designated as hedging instruments:		
Foreign exchange contracts	$ 3	$ 9
Equity swap contracts	—	1
Total derivatives	$ 10	$ 10

The following table summarizes the effect of derivatives on the Company's consolidated financial statements for the years ended December 31, 2025, 2024 and 2023:

	Financial Statement Location	**2025**	2024	2023
Derivatives designated as hedging instruments:				
Foreign exchange contracts	Accumulated other comprehensive income (loss)	**$ (24)**	$ 9	$ (4)
Amortized hedge income	Other income (expense)	**6**	2	3
Treasury rate lock settlement	Accumulated other comprehensive income (loss)	**—**	4	(12)
Amortization of treasury rate lock	Other income (expense)	**(1)**	(1)	—
Derivatives not designated as hedging instruments:				
Foreign exchange contracts	Other income (expense)	**$ 42**	$ (19)	$ 20
Equity swap contracts	Selling, general and administrative expenses	**2**	3	1

Net Investment Hedges

The Company uses foreign exchange forward option contracts to hedge against the effect of the British pound and the Euro exchange rate fluctuations against the U.S. dollar on a portion of its net investment in certain European operations. The Company recognizes changes in the fair value of the net investment hedges as a component of foreign currency translation adjustments within Other comprehensive income to offset a portion of the change in translated value of the net investments being hedged, until the investments are sold or liquidated. As of December 31, 2025, the Company had €160 million of net investment hedges in certain Euro functional subsidiaries and £50 million of net investment hedges in certain British pound functional subsidiaries.

The Company excludes the difference between the spot rate and the forward rate of the forward contract from its assessment of hedge effectiveness. The effect of the forward points recognized is amortized on a straight line basis and recognized through interest expense within Other income (expense) in the Consolidated Statement of Operations.

Equity Swap Contracts

The Company uses equity swap contracts which serve as economic hedges against volatility within the equity markets, impacting the Company's deferred compensation plan obligations. These contracts are not designated as hedges for accounting purposes. Unrealized gains and losses on these contracts are included in Selling, general and administrative expenses in the Consolidated Statements of Operations. The notional amount of these contracts as of December 31, 2025 was $22 million.

Treasury Rate Lock

In 2023, the Company entered into treasury rate lock agreements which locked in the interest rate for $200 million in future debt issuances. The treasury rate lock agreements were designated and qualified as cash flow hedges. During the year ended December 31, 2024, the Company issued $900 million of 5.4% senior notes due 2034 (the "2034 notes"). The treasury rate lock agreements were terminated upon the issuance of the 2034 notes for a net settlement loss of $8 million. The accumulated loss recorded in Accumulated Other Comprehensive Income (AOCI) will be reclassified to Interest expense, net on a straight-line basis over the 10-year term of the 2034 notes.

7. Income Taxes

The Company adopted ASU 2023-09, "Income Taxes (Topic 740): Improvements to Income Tax Disclosures" under the retrospective transition method for the year ended December 31, 2025; as a result, amounts disclosed throughout this footnote have been revised for the years ended December 31, 2024 and December 31, 2023.

Components of Income Tax Expense

Components of earnings before income taxes are as follows:

Years ended December 31	**2025**	2024	2023
United States	**$ 2,130**	$ 1,741	$ 1,791
Foreign	**682**	231	355
	$ 2,812	$ 1,972	$ 2,146

Components of income tax expenses are as follows:

Years ended December 31	**2025**	2024	2023
Current income tax expense			
United States Federal	**$ 259**	$ 410	$ 253
Foreign	**183**	62	141
States (U.S.)	**116**	133	70
Total current income tax expense	**$ 558**	**$ 605**	**$ 464**
Deferred income tax expense (benefit)			
United States Federal	**$ 101**	$ (207)	$ (24)
Foreign	**7**	23	(17)
States (U.S.)	**(14)**	(31)	9
Total deferred income tax expense (benefit)	**$ 94**	$ (215)	$ (32)
Total income tax expense	**$ 652**	$ 390	$ 432

Differences between income tax expense computed at the U.S. federal statutory tax rate of 21% and income tax expense as reflected in the Consolidated Statements of Operations are as follows:

Years ended December 31		**2025**			2024			2023	
U.S. Federal Statutory Tax Rate	**$**	**591**	**21.0 %**	$	414	21.0 %	$	450	21.0 %
State and Local Income Taxes, Net of Federal Income tax effect [1]		**80**	**2.8 %**		81	4.1 %		62	2.9 %
Foreign Tax Effects									
Other foreign jurisdictions		**40**	**1.4 %**		24	1.2 %		40	1.9 %
Effect of Cross-Border Tax Laws									
Foreign-derived intangible income		**(14)**	**(0.5)%**		(99)	(5.0)%		(38)	(1.8)%
Other		**6**	**0.2 %**		(1)	(0.1)%		7	0.3 %
Tax Credits									
Foreign tax credit		**(24)**	**(0.8)%**		(113)	(5.7)%		(26)	(1.2)%
Research & development credit		**(17)**	**(0.6)%**		(22)	(1.1)%		(19)	(0.9)%
Changes in Valuation Allowances		**—**	**— %**		2	0.1 %		(16)	(0.7)%
Nontaxable or Nondeductible Items									
Excess tax benefits on share-based payments		**(38)**	**(1.4)%**		(35)	(1.8)%		(29)	(1.4)%
Extinguishment of Silver Lake convertible debt		**—**	**— %**		124	6.3 %		—	— %
Other		**24**	**0.8 %**		17	0.8 %		5	0.2 %
Changes in Unrecognized Tax Benefits		**3**	**0.1 %**		(6)	(0.3)%		(3)	(0.1)%
Other Adjustments		**1**	**— %**		4	0.2 %		(1)	(0.1)%
Effective Tax Rate	**$**	**652**	**23.2 %**	$	390	19.8 %	$	432	20.1 %

(1) The States that contribute to the majority (greater than 50%) of the tax effect in this category include Illinois, California, New York, Florida, New Jersey, and Pennsylvania for all years, as well as Virginia for 2025.

*Percentages may not add due to rounding.

The effective tax rate for 2025 was higher than the current U.S. federal statutory rate of 21% primarily due to 2025 estimated U.S. state income taxes, partially offset by the recognition of excess tax benefits on share-based compensation.

In 2021, the Organization of Economic Cooperation and Development ("OECD") introduced its Pillar Two Framework Model Rules ("Pillar 2"), that was supported by over 130 countries worldwide, which is designed to impose a 15% global minimum tax on adjusted financial results. The Company continues to monitor developments in the Pillar 2 framework, including the recent release of the Side-by-Side Package by the OECD, and to assess the potential impact of Pillar 2 on its business as the countries in which it operates continue to enact legislation implementing Pillar 2. Pillar 2 did not materially impact the Company's 2025 tax liability.

Cash payments for income and withholding taxes (net of refunds) are as follows:

Years ended December 31		**2025**		2024		2023
United States Federal	**$**	**349**	$	431	$	335
States (U.S.)		**109**		130		92
Foreign:						
Canada*		*		*		83
Other		**111**		66		77
Total	**$**	**569**	$	627	$	587

*The amount of income taxes paid during the year does not meet the 5% disaggregation threshold.

Deferred tax balances that were recorded within Accumulated other comprehensive loss in the Company's Consolidated Balance Sheet, rather than Income tax expense, are the result of retirement benefit adjustments and currency translation adjustments. The adjustments were charges of $3 million for the year ended December 31, 2025, charges of $16 million for the year ended December 31, 2024, and benefits of $14 million for the year ended December 31, 2023.

The Company evaluates its permanent reinvestment assertions with respect to foreign earnings at each reporting period and generally, except for certain earnings that the Company intends to reinvest indefinitely due to the capital requirements of the foreign subsidiaries or due to local country restrictions, accrues for the U.S. federal and foreign income tax applicable to the earnings. As a result of the 2017 U.S. Tax Cuts and Jobs Act ("the Tax Act"), dividends from foreign subsidiaries are now exempt or the earnings have been previously subject to U.S. tax. As a result, the tax accrual for undistributed foreign earnings is limited primarily to foreign withholding taxes and tax on inherent capital gains that would result from distribution of foreign earnings which are not permanently reinvested, and such earnings may be distributed without an additional charge.

Undistributed foreign earnings of certain foreign subsidiaries continue to be indefinitely reinvested outside the U.S. It is impracticable to determine the exact amount of unrecognized deferred tax liabilities on such earnings; however, due to the above-mentioned changes made under the Tax Act, the Company believes that the additional U.S. or foreign income tax charge with respect to such earnings, if distributed, would be immaterial.

Gross deferred tax assets were $2.5 billion and $2.4 billion for December 31, 2025 and December 31, 2024, respectively. Deferred tax assets, net of valuation allowances, were $2.4 billion at both December 31, 2025 and December 31, 2024. Gross deferred tax liabilities were $1.8 billion and $1.2 billion at December 31, 2025 and December 31, 2024, respectively.

Significant components of deferred tax assets (liabilities) are as follows:

December 31	**2025**	2024
Inventory	**$ 30**	$ 30
Accrued liabilities and allowances	**105**	87
Employee benefits	**212**	221
Capitalized items	**(237)**	391
Tax basis differences on investments	**5**	2
Depreciation tax basis differences on fixed assets	**(62)**	(31)
Undistributed non-U.S. earnings	**(28)**	(23)
Tax attribute carryforwards	**152**	98
Business reorganization	**6**	7
Warranty and customer liabilities	**28**	24
Deferred revenue and costs	**457**	420
Valuation allowances	**(59)**	(62)
Operating lease assets	**(142)**	(128)
Operating lease liabilities	**147**	134
Other	**23**	24
	$ 637	$ 1,194

At December 31, 2025 and December 31, 2024, the Company had valuation allowances of $59 million and $62 million, respectively, against its deferred tax assets, including $40 million and $42 million, respectively, relating to deferred tax assets for non-U.S. subsidiaries. The Company's U.S. valuation allowance decreased $1 million during 2025 primarily due to the utilization and expiration of state tax attributes. The Company's Non-U.S. valuation allowance decreased $2 million during 2025 primarily due to the expiration of tax attributes. The Company believes that the remaining deferred tax assets are more-likely-than-not to be realizable based on estimates of future taxable income and the implementation of tax planning strategies.

Tax attribute carryforwards are as follows:

December 31, 2025	*Gross Tax Loss*	*Tax Effected*	*Expiration Period*
United States:			
U.S. tax losses	$ 245	$ 52	2026-2038
Foreign tax credits	—	6	2028-2035
General business credits	—	1	2030-2036
Minimum tax credits	—	25	Unlimited
State tax losses	—	10	2028-2045
State tax credits	—	3	2026-2039
Non-U.S. subsidiaries:			
United Kingdom tax losses	152	38	Unlimited
Canada tax losses	17	5	2035-2045
Canada tax credits	—	3	2042-2045
Other subsidiaries tax losses	47	9	Various
	$ 461	**$ 152**	

The Company had unrecognized tax benefits of $44 million and $42 million at December 31, 2025 and December 31, 2024, respectively, of which approximately $42 million and $40 million, if recognized, would have affected the effective tax rate for 2025 and 2024, respectively.

A roll-forward of unrecognized tax benefits is as follows:

(in millions)	**2025**	2024
Balance at January 1	**$ 42**	$ 32
Additions based on tax positions related to current year	**2**	1
Additions for tax positions of prior years	**3**	18
Reductions for tax positions of prior years	**(1)**	(1)
Settlements and agreements	**(1)**	(5)
Lapse of statute of limitations	**(1)**	(3)
Balance at December 31	**$ 44**	$ 42

The Company recorded $41 million and $39 million of unrecognized tax benefits in Other liabilities at December 31, 2025 and December 31, 2024, respectively.

The Company has several U.S. federal, U.S. state, and non-U.S. audits pending. A summary of open tax years by major jurisdiction is presented below:

Jurisdiction	*Tax Years*
United States	2021-2025
Australia	2021-2025
Canada	2021-2025
Germany	2018-2025
India	1997-2025
Ireland	2021-2025
Israel	2023-2025
Poland	2020-2025
Malaysia	2018-2025
United Kingdom	2023-2025

Although the final resolution of the Company's global tax disputes is uncertain, based on current information, in the opinion of the Company's management, the ultimate disposition of these matters will not have a material adverse effect on the Company's consolidated financial position or liquidity. However, an unfavorable resolution of the Company's global tax disputes could have a material adverse effect on the Company's results of operations in the periods, and as of the dates, on which the matters are ultimately resolved.

At December 31, 2025, the Company had $32 million accrued for interest and $23 million accrued for penalties on unrecognized tax benefits. At December 31, 2024, the Company had $30 million and $23 million accrued for interest and penalties, respectively, on unrecognized tax benefits. The Company's policy is to classify the interest and penalty as a component of interest expense and other expense, respectively.

8. Retirement Benefits

Pension and Postretirement Health Care Benefits Plans

U.S. Pension Benefit Plans

The Company's non-contributory U.S. defined benefit plans (the "U.S. Pension Plans") provide benefits to U.S. employees hired prior to January 1, 2005, who became eligible after one year of service. The Company also has an additional non-contributory supplemental retirement benefit plan, the Motorola Supplemental Pension Plan ("MSPP"), which provided supplemental benefits to individuals by replacing benefits that are lost by such individuals under the retirement formula due to application of the limitations imposed by the Internal Revenue Code. In December 2008, the Company amended the U.S. Pension Plans and MSPP (together the "U.S. Pension Benefit Plans") such that, effective March 1, 2009: (i) no participant shall accrue any benefit or additional benefit on or after March 1, 2009, and (ii) no compensation increases earned by a participant on or after March 1, 2009 shall be used to compute any accrued benefit.

Postretirement Health Care Benefits Plan

Certain health care benefits are available to eligible domestic employees hired prior to January 1, 2002 and meeting certain age and service requirements upon termination of employment or retirement eligibility (the "Postretirement Health Care Benefits Plan"). As of January 1, 2005, the Postretirement Health Care Benefits Plan was closed to new participants. After a series of amendments, all eligible retirees under the age of 65 are provided an annual subsidy per household, versus per individual, toward the purchase of their own health care coverage from private insurance companies and for the reimbursement of eligible health care expenses. All eligible retirees over the age of 65 are entitled to one fixed-rate subsidy capped at $560 per participant.

Non-U.S. Pension Benefit Plans

The Company also provides defined benefit plans which cover non-U.S. employees in certain jurisdictions, principally the U.K. and Germany (the "Non-U.S. Pension Benefit Plans"). Other pension plans outside of the U.S. are not material to the Company either individually or in the aggregate.

In June 2015, the Company amended its non-U.S. defined benefit plan within the United Kingdom by closing future benefit accruals to all participants effective December 31, 2015.

Net Periodic Cost (Benefit)

The net periodic cost (benefit) for pension and Postretirement Health Care Benefits plans was as follows:

	U.S. Pension Benefit Plans			*Non-U.S. Pension Benefit Plans*			*Postretirement Health Care Benefits Plan*		
Years ended December 31	**2025**	2024	2023	**2025**	2024	2023	**2025**	2024	2023
Service cost	**$ —**	$ —	$ —	**$ 1**	$ 1	$ 1	**$ —**	$ —	$ —
Interest cost	**201**	189	190	**58**	57	56	**5**	4	5
Expected return on plan assets	**(305)**	(298)	(293)	**(108)**	(104)	(108)	**(13)**	(13)	(13)
Amortization of:									
Unrecognized net loss	**25**	25	22	**7**	6	37	**5**	3	2
Unrecognized prior service benefit	**—**	—	—	**(3)**	(3)	(2)	**3**	3	3
Net periodic cost (benefit)	**$ (79)**	$ (84)	$ (81)	**$ (45)**	$ (43)	$ (16)	**$ —**	$ (3)	$ (3)

The status of the Company's plans is as follows:

	U.S. Pension Benefit Plans		*Non-U.S. Pension Benefit Plans*		*Postretirement Health Care Benefits Plan*	
	2025	2024	**2025**	2024	**2025**	2024
Change in benefit obligation:						
Benefit obligation at January 1	**$ 3,755**	$ 3,928	**$ 1,163**	$ 1,347	**$ 105**	$ 96
Service cost	**—**	—	**1**	1	**—**	—
Interest cost	**201**	189	**58**	57	**5**	4
Actuarial loss (gain)	**76**	(220)	**(51)**	(156)	**(4)**	17
Foreign exchange valuation adjustment	**—**	—	**100**	(32)	**—**	—
Benefit payments	**(167)**	(142)	**(60)**	(54)	**(11)**	(12)
Benefit obligation at December 31	**$ 3,865**	$ 3,755	**$ 1,211**	$ 1,163	**$ 95**	$ 105
Change in plan assets:						
Fair value at January 1	**$ 3,249**	$ 3,273	**$ 1,083**	$ 1,172	**$ 128**	$ 134
Return on plan assets	**360**	112	**54**	(23)	**15**	6
Company contributions	**7**	6	**11**	9	**—**	—
Foreign exchange valuation adjustment	**—**	—	**84**	(21)	**—**	—
Benefit payments	**(167)**	(142)	**(60)**	(54)	**(11)**	(12)
Fair value at December 31	**$ 3,449**	$ 3,249	**$ 1,172**	$ 1,083	**$ 132**	$ 128
Funded status of the plan	**$ (416)**	$ (506)	**$ (39)**	$ (80)	**$ 37**	$ 23
Unrecognized net loss	**1,631**	1,635	**790**	796	**76**	88
Unrecognized prior service benefit (cost)	**—**	—	**(61)**	(64)	**38**	41
Prepaid pension cost	**$ 1,215**	$ 1,129	**$ 690**	$ 652	**$ 151**	$ 152
Components of prepaid (accrued) pension cost:						
Current benefit liability	**$ (2)**	$ (3)	**$ —**	$ —	**$ —**	$ —
Non-current benefit liability	**(414)**	(503)	**(196)**	(194)	**—**	—
Non-current benefit asset	**—**	—	**157**	114	**37**	23
Deferred income taxes	**388**	388	**94**	95	**31**	35
Accumulated other comprehensive loss	**1,243**	1,247	**635**	637	**83**	94
Prepaid pension cost	**$ 1,215**	$ 1,129	**$ 690**	$ 652	**$ 151**	$ 152

For the year ended December 31, 2025, the primary driver of the increase in the U.S. Pension Benefit Plans' benefit obligation was higher actuarial losses due to a decrease in the discount rate from 5.70% as of December 31, 2024 to 5.50% as of December 31, 2025, partially offset by actuarial gains in the benefit obligation due to updated lump-sum interest rates. For the year ended December 31, 2024, the primary driver of the decrease in the U.S. Pension Benefit Plans' benefit obligation was higher actuarial gains due to an increase in the discount rate from 5.01% as of December 31, 2023 to 5.70% as of December 31, 2024, partially offset by actuarial losses in the benefit obligation due to updated lump-sum interest rates and updated demographic assumption changes.

For the year ended December 31, 2025, the most significant driver of the increase in Non-U.S. Pension Benefit Plans' benefit obligation was the unfavorable foreign exchange rate effects, partially offset by lower actuarial gains. The Non-U.S. Pension Benefit Plans incurred actuarial gains primarily due to an increase in the discount rate from 5.07% as of December 31, 2024 to 5.25% as of December 31, 2025. For the year ended December 31, 2024, the most significant drivers of the decrease in Non-U.S. Pension Benefit Plans' benefit obligation were the higher actuarial gains coupled with favorable foreign exchange effects. The Non-U.S. Pension Benefit Plans incurred actuarial gains primarily due to an increase in the discount rate from 4.30% as of December 31, 2023 to 5.07% as of December 31, 2024.

Actuarial Assumptions

Certain actuarial assumptions such as the discount rate and the long-term rate of return on plan assets have a significant effect on the amounts reported for net periodic cost and the benefit obligation. The assumed discount rates reflect the prevailing market rates of a universe of high-quality, non-callable, corporate bonds currently available that, if the obligation were settled at the measurement date, would provide the necessary future cash flows to pay the benefit obligation when due. The long-term rates of return on plan assets represent an estimate of long-term returns on an investment portfolio consisting of a mixture of equities, fixed income, cash and other investments similar to the actual investment mix. In determining the long-term return on plan assets, the Company considers long-term rates of return on the asset classes (both historical and forecasted) in which the Company expects the plan funds to be invested.

The Company uses a full yield curve approach to estimate interest and service cost components of net periodic cost (benefit) for defined benefit pension and other post-retirement benefit plans. The full yield curve approach requires the application of the specific spot rate along the yield curve used in the determination of the projected benefit obligation to the relevant projected cash flows.

The Company used "Mortality Improvement Scale MP-2021" to calculate both the 2025 U.S. projected benefit obligations and the 2024 U.S. projected benefit obligations.

Weighted average actuarial assumptions used to determine costs for the plans at the beginning of the fiscal year were as follows:

	U.S. Pension Benefit Plans		*Non-U.S. Pension Benefit Plans*		*Postretirement Health Care Benefits Plan*	
	2025	2024	**2025**	2024	**2025**	2024
Discount rate	**5.46 %**	4.90 %	**4.87 %**	4.27 %	**5.18 %**	4.89 %
Investment return assumption	**8.01 %**	7.74 %	**6.29 %**	5.84 %	**8.55 %**	8.30 %

Weighted average actuarial assumptions used to determine benefit obligations for the plans were as follows:

	U.S. Pension Benefit Plans		*Non-U.S. Pension Benefit Plans*		*Postretirement Health Care Benefits Plan*	
	2025	2024	**2025**	2024	**2025**	2024
Discount rate	**5.50 %**	5.70 %	**5.25 %**	5.07 %	**5.12 %**	5.49 %
Future compensation increase rate	**n/a**	n/a	**0.61 %**	0.67 %	**n/a**	n/a

The following table presents the accumulated benefit obligation, projected benefit obligation and fair value of plan assets for our plans that have an accumulated benefit obligation and projected benefit obligation in excess of plan assets:

	U.S. Pension Benefit Plans		*Non U.S. Pension Benefit Plans*	
December 31	**2025**	2024	**2025**	2024
Accumulated benefit obligation	**$ 3,865**	$ 3,775	**$ 1,210**	$ 1,162
Projected benefit obligation	**3,865**	3,755	**1,211**	1,163
Fair value of plan assets	**3,449**	3,249	**1,172**	1,083

Investment Policy

The individual plans have adopted an investment policy designed to meet or exceed the expected rate of return on plan assets assumption. To achieve this, the plans retain professional advisors and investment managers that invest plan assets into various classes including, but not limited to: equity and fixed income securities, cash, cash equivalents, hedge funds, infrastructure/utilities, insurance contracts, leveraged loan funds and real estate. The Company uses long-term historical actual return experience with consideration of the expected investment mix of the plans' assets, as well as future estimates of long-term investment returns, to develop its expected rate of return assumption used in calculating the net periodic cost. The individual plans have target mixes for these asset classes, which are readjusted periodically when an asset class weighting deviates from the target mix, with the goal of achieving the required return at a reasonable risk level.

The weighted-average asset allocations by asset categories for all pension plans and the Postretirement Health Care Benefits Plan were as follows:

	All Pension Benefit Plans		*Postretirement Health Care Benefits Plan*	
December 31	**2025**	2024	**2025**	2024
Target Mix:				
Equity securities	**22 %**	23 %	**25 %**	25 %
Fixed income securities	**61 %**	61 %	**56 %**	57 %
Cash and other investments	**17 %**	16 %	**19 %**	18 %
Actual Mix:				
Equity securities	**21 %**	22 %	**24 %**	24 %
Fixed income securities	**61 %**	60 %	**56 %**	56 %
Cash and other investments	**18 %**	18 %	**20 %**	20 %

Within the equity securities asset class, the investment policy provides for investments in a broad range of publicly-traded securities including both domestic and foreign equities. Within the fixed income securities asset class, the investment policy provides for investments in a broad range of publicly-traded debt securities including: U.S. treasury issues, corporate debt securities, mortgage and asset-backed securities, as well as foreign debt securities. In the cash and other investments asset class, investments may include, but are not limited to: cash, cash equivalents, commodities, hedge funds, infrastructure/utilities, insurance contracts, leveraged loan funds and real estate.

Cash Funding

The Company made $7 million and $6 million of contributions to its U.S. Pension Benefit Plans during 2025 and 2024, respectively. The Company contributed $11 million and $9 million to its Non U.S. Pension Benefit Plans during 2025 and 2024, respectively. The Company made no contributions to its Postretirement Health Care Benefits Plan in 2025 or 2024.

Expected Future Benefit Payments

The following benefit payments are expected to be paid:

Year	*U.S. Pension Benefit Plans*	*Non-U.S. Pension Benefit Plans*	*Postretirement Health Care Benefits Plan*
2026	$ 189	$ 63	$ 13
2027	205	64	12
2028	222	65	11
2029	239	66	10
2030	255	67	10
2031-2035	1,445	351	36

Other Benefit Plans

Split-Dollar Life Insurance Arrangements

The Company maintains a number of endorsement split-dollar life insurance policies on now-retired officers under a frozen plan. The Company had purchased the life insurance policies to insure the lives of employees and then entered into a separate agreement with the employees that split the policy benefits between the Company and the employee. Motorola Solutions owns the policies, controls all rights of ownership, and may terminate the insurance policies. To effect the split-dollar arrangement, Motorola Solutions endorsed a portion of the death benefits to the employee and upon the death of the employee, the employee's beneficiary typically receives the designated portion of the death benefits directly from the insurance company and the Company receives the remainder of the death benefits. It is currently expected that minimal cash payments will be required to fund these policies.

The net periodic pension cost for these split-dollar life insurance arrangements was $2 million, $3 million and $5 million for the years ended December 31, 2025, 2024 and 2023, respectively. The Company has recorded a liability representing the actuarial present value of the future death benefits as of the employees' expected retirement date of $47 million and $46 million as of December 31, 2025 and December 31, 2024, respectively.

Deferred Compensation Plan

The Company maintains a deferred compensation plan ("the Plan") for certain eligible participants. Under the Plan, participants may elect to defer base salary and cash incentive compensation in excess of 401(k) plan limitations. Participants under the Plan may choose to invest their deferred amounts in the same investment alternatives available under the 401(k) plan (as defined below). The Plan also allows for Company matching contributions for the following: (i) the first 4% of compensation deferred under the Plan, subject to a maximum of $50,000 for officers elected by the board of directors of the Company, (ii) lost matching amounts that would have been made under the 401(k) plan if participants had not participated in the Plan, and (iii) discretionary amounts as approved by the Compensation and Leadership Committee of the board of directors.

Defined Contribution Plan

The Company has various defined contribution plans, in which all eligible employees may participate. In the U.S., the Motorola Solutions 401(k) plan (the "401(k) plan") is a contributory plan. Matching contributions are based upon the amount of the employees' contributions. In 2026, the Company began making the matching contributions in Company stock. The Company's expenses for material defined contribution plans for the years ended December 31, 2025, 2024 and 2023 were $33 million, $53 million and $45 million, respectively.

Under the 401(k) plan, the Company may make an additional discretionary matching contribution to eligible employees. For the years ended December 31, 2025, 2024, and 2023 the Company made no discretionary contributions.

9. Share-Based Compensation and Other Incentive Plans

The Company grants options to acquire shares of common stock to certain employees. Each option granted has an exercise price of no less than 100% of the fair market value of the common stock on the date of the grant. The awards have a contractual life of five to ten years and vest over two to three years. In conjunction with a change in control, stock options assumed or replaced with comparable stock options only become exercisable if the holder is also involuntarily terminated (for a reason other than cause) or resigns for good reason within 24 months of a change in control.

Restricted stock grants consist of shares or the rights to shares of the Company's common stock which are awarded to certain employees. The grants are restricted in such that they are subject to vesting conditions; however, restricted stock holders have voting rights, and the rights to earn dividends on unvested shares.

Restricted stock unit ("RSU") grants consist of shares or the rights to shares of the Company's common stock which are awarded to certain employees and non-employee directors. The grants are restricted such that they are subject to substantial risk of forfeiture and to restrictions on their sale or other transfer by the employee. In conjunction with a change in control, shares of RSUs assumed or replaced with comparable shares of RSUs will only have the restrictions lapse if the holder is also involuntarily terminated (for a reason other than cause) or resigns for good reason within 24 months of a change in control.

Performance-based stock options ("performance options") and market stock units ("MSUs") have been granted to certain Company executive officers, and performance stocks units ("PSUs") have been granted to executives participating in the Long Range Incentive Plan ("LRIP"), including Company executive officers. Performance options have a three-year performance period and are granted as a target number of units subject to adjustment based on company performance. Each performance option granted has an exercise price of no less than 100% of the fair market value of the common stock on the date of the grant. The awards have a contractual life of ten years. Shares ultimately issued for performance option awards granted are based on the actual total shareholder return ("TSR") compared to the S&P 500 over the three-year performance period based on a payout factor that corresponds to actual TSR results as established at the date of grant. Vesting occurs on the third anniversary of the grant date. Under the terms of the MSUs, vesting is conditioned upon continuous employment until the vesting date and the payout factor requires a minimum of 60% of the share price on the award date with a maximum of 200%. The share price used in the payout factor is calculated using an average of the closing prices on the grant or vesting date, and the 30 calendar days immediately preceding the grant or vesting date. Vesting occurs ratably over three years. PSUs have been granted as a portion of the LRIP awards. The PSUs have a three-year performance period and are granted as a target number of units subject to adjustment based on company performance. The number of PSUs earned will be based on the actual TSR compared to the S&P 500 over the three-year performance period based on a payout factor that corresponds to actual TSR results as established at the date of grant. Vesting occurs on the third anniversary of the grant date.

The employee stock purchase plan allows eligible participants to purchase shares of the Company's common stock through payroll deductions of up to 20% of eligible compensation on an after-tax basis. Plan participants cannot purchase more than $25,000 of stock in any calendar year. The price an employee pays per share is 85% of the lower of the fair market value of the Company's stock on the close of the first trading day or last trading day of the purchase period. The plan has two purchase periods, the first from October 1 through March 31 and the second from April 1 through September 30. For each of the years ended December 31, 2025, 2024 and 2023, employees purchased 0.3 million shares, at purchase prices of $372.14 and $370.59 in 2025, $231.98 and $300.55 in 2024, and $194.62 and $231.40 in 2023.

Significant Assumptions Used in the Estimate of Fair Value

The Company calculates the value of each employee stock option, estimated on the date of grant, using the Black-Scholes option pricing model. The weighted-average estimated fair value of employee stock options granted during 2025, 2024 and 2023 was $112.52, $92.20 and $73.04, respectively, using the following weighted-average assumptions:

	2025	2024	2023
Expected volatility	**24.4 %**	21.4 %	24.4 %
Risk-free interest rate	**3.9 %**	4.3 %	4.2 %
Dividend yield	**1.3 %**	1.4 %	1.6 %
Expected life (years)	**5.9**	5.9	5.9

The Company calculates the value of each performance option, MSU, and PSU using a Monte Carlo simulation option pricing model, estimated on the date of grant. The fair values of performance options, MSUs, and PSUs granted during 2025 were $171.79, $449.80 and $446.9, respectively. The fair values of performance options, MSUs, and PSUs granted during 2024 were $141.51, $396.90 and $515.85, respectively. The fair value of performance options, MSUs and PSUs granted during 2023 was $122.55, $299.32 and $348.27, respectively. The following assumptions were used for the calculations.

	2025 Performance Options	*2024 Performance Options*	*2023 Performance Options*
Expected volatility of common stock	**24.9 %**	21.7 %	25.1 %
Expected volatility of the S&P 500	**29.8 %**	30.5 %	33.3 %
Risk-free interest rate	**4.1 %**	4.3 %	4.1 %
Dividend yield	**1.3 %**	1.4 %	1.7 %
Expected life (years)	**6.5**	6.5	6.5

	2025 Market Stock Unit	*2024 Market Stock Unit*	*2023 Market Stock Units*
Expected volatility of common stock	**24.9 %**	21.7 %	25.1 %
Risk-free interest rate	**3.9 %**	4.4 %	4.5 %
Dividend yield	**1.1 %**	1.3 %	1.5 %

	2025 Performance Stock Units	*2024 Performance Stock Units*	*2023 Performance Stock Units*
Expected volatility of common stock	**24.9 %**	21.7 %	25.1 %
Expected volatility of the S&P 500	**29.8 %**	30.8 %	33.3 %
Risk-free interest rate	**3.9 %**	4.3 %	4.6 %
Dividend yield	**1.1 %**	1.1 %	1.4 %

The Company uses the implied volatility for traded options on the Company's stock as the expected volatility assumption in the valuation of stock options, performance options, MSUs, and PSUs. The selection of the implied volatility approach was based upon the availability of actively-traded options on the Company's stock and the Company's assessment that implied volatility is more representative of future stock price trends than historical volatility. At the conclusion of each three-year PSU and performance option cycle, the Company uses the historical volatility as the expected volatility to calculate the actual TSR compared to the S&P 500.

The risk-free interest rate assumption is based upon the average daily closing rates during the year for U.S. treasury notes that have a life which approximates the expected life of the grant. The dividend yield assumption is based on the Company's future expectation of dividend payouts. The expected life represents the average of the contractual term of the options and the weighted average vesting period for all option tranches.

The Company has applied forfeiture rates, estimated based on historical data, of 10% to the stock option fair values calculated by the Black-Scholes option pricing model and 15% to RSUs. These estimated forfeiture rates are applied to grants based on their remaining vesting term and may be revised in subsequent periods if actual forfeitures differ from these estimates.

The following table summarizes information about the total stock options outstanding and exercisable under all stock option plans, at December 31, 2025 (in thousands, except exercise price and years):

	Options Outstanding			*Options Exercisable*		
Exercise price range	*No. of options*	*Wtd. avg. Exercise Price*	*Wtd. avg. contractual life (in yrs.)*	*No. of options*	*Wtd. avg. Exercise Price*	*Wtd. avg. contractual life (in yrs.)*
$70-$100	495	$ 79	1	495	$ 79	1
$101-$200	797	146	4	797	146	4
$201-$300	526	237	6	390	227	6
$301-$400	199	345	8	28	341	8
$401 and over	182	422	9	9	448	9
	2,199			1,719		

As of December 31, 2025, the weighted average contractual life for options outstanding and exercisable was five and four years, respectively.

Current Year Activity

Total share-based compensation activity was as follows (in thousands, except exercise price):

	Stock Options		Restricted Stock Units		Restricted Stock	
	No. of Options Outstanding	*Wtd. Avg. Exercise Price of Shares*	*No. of Non-Vested Awards*	*Wtd. Avg. Grant Date Fair Value*	*No. of Non-Vested Awards*	*Wtd. Avg. Grant Date Fair Value*
Balance as of January 1, 2025	491	$ 230	1,275	$ 275	65	$ 397
Granted	93	414	685	418	74	434
Releases/Exercised	(115)	226	(626)	268	(39)	166
Forfeited/Canceled	(7)	362	(50)	337	—	—
Balance as of December 31, 2025	462	$ 267	1,284	$ 352	100	$ 420
Awards exercisable	288	205	—	—	—	—

	Performance Options		Market Stock Units		Performance Stock Units	
	No. of Options Outstanding	*Wtd. Avg. Exercise Price of Shares*	*No. of Non-Vested Awards*	*Wtd. Avg. Grant Date Fair Value*	*No. of Non-Vested Awards*	*Wtd. Avg. Grant Date Fair Value*
Balance as of January 1, 2025	1,731	$ 144	79	$ 331	264	$ 407
Granted	96	414	37	450	54	446
Releases/Exercised	(268)	99	(67)	296	(166)	416
Adjustment for payout factor	178	222	27	228	99	381
Forfeited/Canceled	—	—	—	—	(3)	422
Balance as of December 31, 2025	1,737	$ 174	76	$ 402	248	$ 457
Awards exercisable	1,431	139	—	—	—	—

At December 31, 2025 and 2024, 4.8 million and 6.0 million shares, respectively, were available for future share-based award grants under the current share-based compensation plan, covering all equity awards to employees and non-employee directors.

Total Share-Based Compensation Expense

Compensation expense for the Company's share-based compensation plans was as follows:

Years ended December 31	**2025**	2024	2023
Share-based compensation expense included in:			
Costs of sales	**$ 57**	$ 48	$ 40
Selling, general and administrative expenses	**162**	132	116
Research and development expenditures	**74**	63	56
Share-based compensation expense included in Operating earnings	**293**	243	212
Tax benefit	**62**	51	43
Share-based compensation expense, net of tax	**$ 231**	$ 192	$ 169
Decrease in basic earnings per share	**$ (1.39)**	$ (1.15)	$ (1.01)
Decrease in diluted earnings per share	**$ (1.37)**	$ (1.12)	$ (0.98)

At December 31, 2025, the Company had unrecognized compensation expense related to all share-based awards of $421 million, net of estimated forfeitures, expected to be recognized over the weighted average period of approximately three years and $8 million of unrecognized compensation expense related to the employee stock purchase plan that will be recognized over the remaining purchase period. The aggregate fair value of outstanding share-based awards as of December 31, 2025 was $784 million.

Cash received from stock option exercises and the employee stock purchase plan was $159 million, $161 million, and $157 million, offset by tax withholdings of $113 million, $86 million, and $53 million for the years ended December 31, 2025, 2024, and 2023, respectively. The total intrinsic value of options exercised during the years ended December 31, 2025, 2024, and 2023 was $95 million, $164 million, and $152 million, respectively. The aggregate intrinsic value for options outstanding and exercisable as of December 31, 2025 was $424 million and $402 million, respectively, based on a December 31, 2025 stock price of $383.32 per share.

Motorola Solutions Incentive Plans

The Company's incentive plans provide eligible employees with an annual payment, calculated as a percentage of an employee's eligible earnings, in the year after the close of the current calendar year if specified business goals and individual performance targets are met. The expense for awards under these incentive plans for the years ended December 31, 2025, 2024 and 2023 was $224 million, $218 million and $205 million, respectively.

10. Fair Value Measurements

Investments and Derivatives

The fair values of the Company's financial assets and liabilities by level in the fair value hierarchy as of December 31, 2025 and December 31, 2024 were as follows:

December 31, 2025	*Level 1*	*Level 2*	*Level 3*	*Total*
Assets:				
Foreign exchange derivative contracts	$ —	$ 10	$ —	$ 10
Common stock and equivalents	42	—	—	42
Liabilities:				
Foreign exchange derivative contracts	$ —	$ 19	$ —	$ 19
Contingent earnout consideration (Note 15)	—	—	37	37

December 31, 2024	*Level 1*	*Level 2*	*Total*
Assets:			
Foreign exchange derivative contracts	$ —	$ 10	$ 10
Common stock and equivalents	23	—	23
Liabilities:			
Foreign exchange derivative contracts	$ —	$ 9	$ 9
Equity swap contracts	1	—	1

In connection with the acquisition of Silvus, contingent earnout consideration reflects the estimated fair value of the contingent future payments to the Seller following the achievement of certain financial targets. Refer to "Note 15: Intangible Assets and Goodwill" to our consolidated financial statements in this "Part II. Item 8. Financial Statements and Supplementary Data" of this Form 10-K for more information regarding the details of the contingent earnout consideration. The Company determines the fair value of its contingent earnout consideration liability using a Monte Carlo simulation model, which requires the use of Level 3 inputs, such as projected future net sales, gross margin and cash flows. At the acquisition date, the Company recorded a contingent liability of approximately $38 million, related to the estimated fair value of the contingent earnout consideration, which was included in the purchase price. For the year ended December 31, 2025, the fair value adjustment related to the contingent earnout consideration was $1 million which was recorded to Other income, net in the Company's Consolidated Statement of Operations.

Pension and Postretirement Health Care Benefits Plan Assets

The fair values of the various pension and postretirement health care benefits plans' assets by level in the fair value hierarchy as of December 31, 2025 and 2024 were as follows:

U.S. Pension Benefit Plans

December 31, 2025	*Level 1*	*Level 2*	*Level 3*	*Total*
Equities	$ 24	$ —	$ —	$ 24
Commingled funds	1,200	422	—	1,622
Government fixed income securities	—	347	—	347
Corporate fixed income securities	—	919	—	919
Short-term investment funds	231	—	—	231
Private assets	—	—	238	238
Total investment securities	$ 1,455	$ 1,688	$ 238	$ 3,381
Accrued income receivable				51
Cash				17
Fair value plan assets				$ 3,449

The following table summarizes the changes in fair value of the Level 3 assets:

	2025
Fair value at January 1, 2025	$ 203
Actual return on plan assets	27
Purchases	8
Fair value at December 31, 2025	$ 238

December 31, 2024	*Level 1*	*Level 2*	*Level 3*	*Total*
Equities	$ 23	$ —	$ —	$ 23
Commingled funds	1,039	404	—	1,443
Government fixed income securities	—	239	—	239
Corporate fixed income securities	—	905	—	905
Short-term investment funds	258	—	—	258
Private Assets	—	—	203	203
Total investment securities	$ 1,320	$ 1,548	$ 203	$ 3,071
Accrued income receivable				162
Cash				16
Fair value plan assets				$ 3,249

Non-U.S. Pension Benefit Plans

December 31, 2025	*Level 1*	*Level 2*	*Total*
Equities	$ 64	$ —	$ 64
Commingled funds	205	33	238
Government fixed income securities	—	755	755
Short-term investment funds	41	—	41
Total investment securities	$ 310	$ 788	$ 1,098
Cash			5
Accrued income receivable			21
Insurance contracts			48
Fair value plan assets			$ 1,172

December 31, 2024	*Level 1*	*Level 2*	*Total*
Equities	$ 53	$ —	$ 53
Commingled funds	236	35	271
Government fixed income securities	—	615	615
Short-term investment funds	56	—	56
Total investment securities	$ 345	$ 650	$ 995
Cash			4
Accrued income receivable			42
Insurance contracts			42
Fair value plan assets			$ 1,083

Postretirement Health Care Benefits Plan

December 31, 2025	*Level 1*	*Level 2*	*Level 3*	*Total*
Equities	$ 1	$ —	$ —	$ 1
Commingled funds	44	17	—	61
Government fixed income securities	—	13	—	13
Corporate fixed income securities	—	37	—	37
Short-term investment funds	9	—	—	9
Private funds	—	—	9	9
Total investment securities	$ 54	$ 67	$ 9	$ 130
Accrued income receivable				2
Fair value plan assets				$ 132

The following table summarizes the changes in fair value of the Level 3 assets:

	2025
Fair value at January 1, 2025	$ 8
Actual return on plan assets	1
Fair value at December 31, 2025	$ 9

December 31, 2024	Level 1	Level 2	Level 3	Total
Equities	$ 1	$ —	$ —	$ 1
Commingled funds	40	16	—	56
Government fixed income securities	—	10	—	10
Corporate fixed income securities	—	37	—	37
Short-term investment funds	10	—	—	10
Private funds	—	—	8	8
Total investment securities	$ 51	$ 63	$ 8	$ 122
Accrued income receivable				6
Fair value plan assets				$ 128

The following is a description of the categories of investments:

Equities — A diversified portfolio of corporate common and preferred stocks.

Commingled funds — A diversified portfolio of assets that includes corporate common and preferred stocks, emerging market and high-yield fixed income securities among others.

Government fixed income securities — Securities issued by municipal, domestic and foreign government agencies, index-linked government bonds as well as interest rate derivatives.

Corporate fixed income securities — A diversified portfolio of primarily investment grade bonds issued by corporations.

Short-term investment funds — Investments in money market accounts and derivatives with a liquidity of less than 90 days.

Private funds — A diversified portfolio of assets that includes private equity funds and private loans.

Level 1 investments include securities which are valued at the closing price reported on the active market in which the individual securities are traded. Level 2 investments consist principally of securities which are valued using independent third party pricing sources. Level 3 investments include securities with valuations derived from valuation techniques, in which one or more significant inputs are unobservable. A variety of inputs are utilized by the independent pricing sources including market based inputs, binding quotes, indicative quotes, and ongoing redemption and subscription activity. Inputs may be weighted differently for any security, and not all inputs are used for each security evaluation.

At December 31, 2025, the Company had $735 million of investments in money market government and U.S. treasury funds (Level 1) classified as Cash and cash equivalents in its Consolidated Balance Sheet, compared to $1.2 billion at December 31, 2024. The money market funds had quoted market prices that are approximately at par.

Using quoted market prices and market interest rates, the Company determined that the fair value of its debt at December 31, 2025 was $9.2 billion. The fair value of long-term debt at December 31, 2024 was $5.8 billion. Since considerable judgment is required in interpreting market information, the fair value of the long-term debt is not necessarily indicative of the amount which could be realized in a current market exchange. Refer to "Note 5: Debt and Credit Facilities" to our consolidated financial statements in this "Part II. Item 8. Financial Statements and Supplementary Data" of this Form 10-K for a further discussion of the Company's debt.

All other financial instruments are carried at cost, which is not materially different from the instruments' fair values.

11. Long-term Financing and Sales of Receivables

Long-term Financing

Long-term receivables consist of receivables with payment terms greater than twelve months, long-term loans and lease receivables under sales-type leases. Long-term receivables consist of the following:

December 31	2025	2024
Long-term receivables, gross	$ 93	$ 65
Less allowance for losses	(2)	(2)
Long-term receivables	$ 91	$ 63
Less current portion	(32)	(22)
Non-current long-term receivables	$ 59	$ 41

The current portion of long-term receivables is included in Accounts receivable, net and the non-current portion of long-term receivables is included in Other assets in the Company's Consolidated Balance Sheet. The Company recognized $1 million in interest income on long-term receivables for both of the years ended December 31, 2025 and 2024, compared to no interest income for the year ended December 31, 2023.

Certain purchasers of the Company's products and services may request that the Company provide long-term financing (defined as financing with a term greater than one year) in connection with the sale of products and services. These requests may include all or a portion of the purchase price of the products and services. The Company's obligation to provide long-term financing may be conditioned on the issuance of a letter of credit in favor of the Company by a reputable bank to support the purchaser's credit or a pre-existing commitment from a reputable bank to purchase the long-term receivables from the Company. The Company had outstanding commitments to provide long-term financing to third-parties totaling $179 million at December 31, 2025 and $105 million at December 31, 2024.

Sales of Receivables

From time to time, the Company sells accounts receivable and long-term receivables to third-parties under one-time arrangements.

The following table summarizes the proceeds received from sales of accounts receivable and long-term receivables for the years ended December 31, 2025, 2024 and 2023.

Years ended December 31	**2025**	2024	2023
Accounts receivable sales proceeds	**$ 156**	$ 15	$ 96
Long-term receivables sales proceeds	**258**	205	182
Total proceeds from receivable sales	**$ 414**	$ 220	$ 278

The Company may or may not retain the obligation to service the sold accounts receivable and long-term receivables.

At December 31, 2025, the Company had retained servicing obligations for $814 million of long-term receivables, compared to $794 million of long-term receivables at December 31, 2024. Servicing obligations are limited to collection activities of sold accounts receivables and long-term receivables.

Credit Quality of Long-Term Receivables and Allowance for Credit Losses

An aging analysis of financing receivables at December 31, 2025 and December 31, 2024 is as follows:

December 31, 2025	*Total Long-term Receivable*	*Current Billed Due*	*Past Due Under 90 Days*	*Past Due Over 90 Days*
Municipal leases secured tax exempt	$ 58	$ 9	$ 1	$ 1
Commercial loans and leases secured	35	3	—	1
Long-term receivables, including current portion	$ 93	$ 12	$ 1	$ 2

December 31, 2024	*Total Long-term Receivable*	*Current Billed Due*	*Past Due Under 90 Days*	*Past Due Over 90 Days*
Municipal leases secured tax exempt	$ 31	$ 2	$ 1	$ 1
Commercial loans and leases secured	34	3	—	1
Long-term receivables, including current portion	$ 65	$ 5	$ 1	$ 2

The Company uses an internally developed credit risk rating system for establishing customer credit limits. This system is aligned with and comparable to the rating systems utilized by independent rating agencies.

12. Commitments and Contingencies

Purchase Obligations

During the normal course of business, in order to manage manufacturing lead times and help ensure adequate component supply, the Company enters into agreements with contract manufacturers and suppliers that either allow it to procure inventory based upon criteria as defined by the Company or establish the parameters defining the Company's requirements. In addition, we have entered into software license agreements which are firm commitments and are not cancellable.

As of December 31, 2025, the Company had entered into firm, non-cancelable, and unconditional commitments under such arrangements through 2033. The Company expects to make total payments of $771 million under these arrangements as follows: $250 million in 2026, $197 million in 2027, $127 million in 2028, $108 million in 2029, $46 million in 2030 and $43 million thereafter.

Legal Matters

Hytera Civil Litigation

In 2017, the Company filed a complaint against Hytera Communications Corporation Limited of Shenzhen, China; Hytera America, Inc.; and Hytera Communications America (West), Inc. (collectively, "Hytera"), in the U.S. District Court for Northern District of Illinois (the "District Court"), alleging trade secret theft and copyright infringement, and seeking injunctive relief. In 2020, a jury decided in the Company's favor and awarded the Company $543.7 million, plus $51.1 million in pre-judgment interest and $2.6 million in costs, as well as $34.2 million in attorneys' fees.

Subsequently, the District Court ordered Hytera to pay the Company a forward-looking reasonable royalty on products ("I-Series") that use the Company's stolen trade secrets, setting royalty rates for Hytera's sale of relevant products from July 1, 2019 forward. In 2024, amounts paid into escrow of approximately $61 million were released to the Company and recorded as a gain within Other charges within the Consolidated Statement of Operations. Hytera made quarterly de minimis royalty payments related to the I-Series products directly to the Company in 2025.

Following the initial District Court judgment in the Company's favor, both parties appealed to the U.S. Court of Appeals for the Seventh Circuit (the "Court of Appeals"). On July 2, 2024, the Court of Appeals affirmed the District Court's award of $407.4 million in damages under the Defend Trade Secrets Act, directed the District Court to recalculate and reduce its award of $136.3 million in copyright infringement damages, and instructed the District Court to reconsider its denial of the Company's request for an injunction. In all other respects, the Court of Appeals affirmed the judgment of the District Court. On October 4, 2024, the Court of Appeals denied Hytera's motion for rehearing. The case was remanded to the District Court for further action per the Court of Appeals' decision. On January 2, 2025, Hytera filed a petition for writ of certiorari with the Supreme Court of the United States, which was subsequently denied on February 24, 2025. The issues of copyright recalculation, turnover of Hytera assets to the Company, and injunction are currently briefed. On October 14-15, 2025, the District Court held hearings on these issues, but has not yet issued any rulings.

In 2025, Hytera made payments towards amounts awarded to the Company and owed by Hytera pursuant to court orders related to I-Series products. In 2025, Hytera made payments of $157 million, of which the Company received $141 million, net of withholding taxes. Subsequent to year-end, in January 2026, Hytera made a payment of $40 million, of which the Company received $36 million, net of withholding taxes. These payments were recorded as a gain within Other charges within the Consolidated Statement of Operations. The Company continues to seek collection of the judgment through the ongoing legal process.

In 2024, the parties engaged in competing litigation in the District Court and a court in China related to the possible continued use by Hytera of the Company's trade secrets in Hytera's currently shipping products ("H-Series"). On April 2, 2024, the District Court held Hytera in civil contempt, and issued a worldwide sales injunction of certain H-Series products and a daily fine for Hytera's failure to withdraw its competing litigation in China. On April 16, 2024, the Court of Appeals granted Hytera's motion for an emergency stay of the contempt sanctions, pending its review of the District Court's various orders related to the competing litigation and contempt sanctions.

The District Court held hearings in August 2024, concerning whether Hytera's currently shipping H-Series products continue to misuse the Company's trade secrets and copyrighted source code. On August 25, 2025, the District Court held Hytera in civil contempt for violation of the District Court's royalty order and ordered Hytera to pay the Company approximately $70 million for unpaid royalties and interest for Hytera's continued use of the Company's trade secrets and copyrighted source code in Hytera's H-Series products. The District Court subsequently ordered Hytera to pay additional royalties of $31 million accrued from the August 2024 hearings and the August 25, 2025 order. Hytera has appealed the District Court's order to the Court of Appeals. Hytera's appeal does not automatically stay its obligation to pay the $101 million. On October 14-15, 2025, the District Court heard arguments on whether Hytera must pay the $101 million into escrow, or directly to the Company as a payment towards amounts awarded to the Company and owed by Hytera pursuant to prior court orders, but has not yet issued a ruling.

Hytera Criminal Litigation

On January 13, 2025, Hytera pleaded guilty to one federal felony count of conspiracy to steal the Company's trade secrets in a criminal action brought by the U.S. Department of Justice against Hytera and several of its employees in the District Court. On November 24-25, December 15, 2025, and January 29, 2026, the District Court held hearings related to Hytera's sentencing. The District Court is expected to issue its ruling on March 5, 2026. Pursuant to the plea agreement reached between Hytera and the government, it is expected that Hytera's sentence may include a fine to be paid to the government and restitution to be paid to the Company in an amount to be determined by the District Court.

13. Information by Segment and Geographic Region

The Company conducts its business globally and manages it through the following two segments:

Products and Systems Integration: The Products and Systems Integration segment offers an extensive portfolio of infrastructure, devices, accessories, and the implementation and integration of such systems, devices and applications. Within MCN, the Company is a global leader in the two-way radio category, including the Company's Project 25 (P25), Terrestrial Trunked Radio (TETRA), Digital Mobile Radio (DMR), as well as other professional and commercial radio ("PCR") solutions. The Company provides LTE solutions for public safety, government, including defense, and enterprise users, including devices that operate in both low-band and mid-band frequencies. Additionally, through the Company's MANET and High Frequency (HF) and Very High Frequency (VHF) communications technologies, it supports defense, government and disaster relief agency customers that require dynamic, mobile and tactical point-to-point voice and data communications in remote or contested environments without the need for fixed infrastructure. The Company's Video technology includes network video management infrastructure, fixed security, certain mobile video equipment and access control solutions. The primary customers of the Products and Systems Integration segment are government, including defense, public safety and enterprise customers who operate private communications systems and video security solutions and typically manage a mobile workforce. In 2025, the segment's net sales were $7.3 billion, representing 62% of the Company's consolidated net sales.

Software and Services: The Software and Services segment provides a broad range of solution offerings for government, public safety and enterprise customers. Software includes public safety and enterprise Command Center, unified communications applications, certain mobile video equipment, and video software solutions, delivered both on-premise and "as-a-service." Services includes a continuum of service offerings beginning with repair, technical support and maintenance. More advanced technologies include monitoring, software updates and cybersecurity services. Managed services range from partial to full operation of customer-owned or Motorola Solutions-owned communications systems. In 2025, the segment's net sales were $4.4 billion, representing 38% of the Company's consolidated net sales.

For the years ended December 31, 2025, 2024 and 2023, no single customer accounted for more than 10% of the Company's net sales.

Segment Information

The Company's chief operating decision maker, the chief executive officer, uses both segment gross margin and segment operating earnings to assess performance and allocate resources (including employees, property, and financial or capital resources) for each segment predominantly in the annual budget and forecasting process. The chief operating decision maker considers budget-to-actual variances on a monthly basis for both profit measures when making decisions about allocating capital and personnel to the segments.

The accounting policies of the reportable segments are the same as those described in the summary of significant accounting policies. See "Note 1: Summary of Significant Accounting Policies" to our consolidated financial statements in this "Part II. Item 8: Financial Statements and Supplementary Data" of this Form 10-K.

The following table summarizes Net sales, significant expenses, Gross margin and Operating earnings by segment:

	2025			2024			2023		
Years ended December 31	**Products and Systems Integration**	**Software and Services**	**Total**	Products and Systems Integration	Software and Services	Total	Products and Systems Integration	Software and Services	Total
Net sales	**$ 7,253**	**$ 4,429**	**$ 11,682**	$ 6,883	$ 3,934	$ 10,817	$ 6,242	$ 3,736	$ 9,978
Costs of sales	**3,338**	**2,309**	**5,647**	3,215	2,090	5,305	3,115	1,893	5,008
Gross margin	**3,915**	**2,120**	**6,035**	3,668	1,844	5,512	3,127	1,843	4,970
Selling, general and administrative expenses	**1,478**	**392**	**1,870**	1,392	360	1,752	1,239	322	1,561
Research and development expenditures	**598**	**372**	**970**	575	342	917	551	307	858
Other charges	**78**	**129**	**207**	25	130	155	93	163	257
Operating earnings	**$ 1,761**	**$ 1,227**	**$ 2,988**	$ 1,676	$ 1,012	$ 2,688	$ 1,244	$ 1,050	$ 2,294
Total other expense			**(176)**			(716)			(148)
Net earnings before income taxes			**$ 2,812**			$ 1,972			$ 2,146

The following table summarizes the Company's capital expenditures and depreciation expense by segment:

	Capital Expenditures			Depreciation Expense		
Years ended December 31	**2025**	2024	2023	**2025**	2024	2023
Products and Systems Integration	**$ 131**	$ 103	$ 97	**$ 92**	$ 90	$ 83
Software and Services	**134**	154	156	**99**	94	96
	$ 265	$ 257	$ 253	**$ 191**	$ 184	$ 179

The Company's chief operating decision maker does not review or allocate resources based on segment assets.

Geographic Area Information

	Net Sales			Assets		
Years ended December 31	**2025**	2024	2023	**2025**	2024	2023
United States	**$ 7,929**	$ 7,432	$ 6,559	**$ 15,365**	$ 11,456	$ 10,207
United Kingdom	**603**	572	769	**2,538**	2,190	2,034
Canada	**433**	388	373	**435**	383	362
Other	**2,717**	2,425	2,277	**1,051**	566	733
	$ 11,682	$ 10,817	$ 9,978	**$ 19,389**	$ 14,595	$ 13,336

Net sales attributed to geographic area are predominately based on the ultimate destination of the Company's products and services.

14. Reorganization of Businesses

The Company maintains a formal Involuntary Severance Plan (the "Severance Plan"), which permits the Company to offer eligible employees severance benefits based on years of service and employment grade level in the event that employment is involuntarily terminated as a result of a reduction-in-force or restructuring. The Company recognizes termination benefits based on formulas per the Severance Plan at the point in time that future settlement is probable and can be reasonably estimated based on estimates prepared at the time a restructuring plan is approved by management. Exit costs consist of contractual lease termination costs, costs to exit committed contracts and other contractual terminations. At each reporting date, the Company evaluates its accruals for employee separation and exit costs to ensure the accruals are still appropriate. In certain circumstances, accruals are no longer needed because of efficiencies in carrying out the plans or because employees previously identified for separation resigned from the Company and did not receive severance, or were redeployed due to circumstances not foreseen when the original plans were approved. In these cases, the Company reverses accruals through the Consolidated Statements of Operations where the original charges were recorded when it is determined they are no longer needed.

During 2025, 2024, and 2023 the Company continued to implement various productivity improvement plans aimed at achieving long-term, sustainable profitability by driving efficiencies and reducing operating costs. These initiatives impacted both of the Company's segments and affected employees located in all geographic regions.

2025 Charges

During 2025, the Company recorded net reorganization of business charges of $60 million, including $16 million of charges in Costs of sales and $44 million of charges in Other charges in the Company's Consolidated Statements of Operations. Included in the $60 million were charges of $62 million related to employee separation costs and $2 million related to exit costs, partially offset by $4 million of reversals for employee separation accruals no longer needed.

The following table displays the net charges incurred by segment:

Year ended December 31	2025
Products and Systems Integration	$ 42
Software and Services	18
	$ 60

Reorganization of Businesses Accruals

	Accruals at January 1	Additional Charges	Adjustments	Amount Used	**Accruals at December 31**
Reorganization costs	$ 27	$ 62	$ (4)	$ (61)	$ 24
Exit costs	1	2	—	(3)	—
	$ 28	$ 64	$ (4)	$ (64)	$ 24

Exit Costs

At January 1, 2025, the Company had an accrual of $1 million for exit costs related to the Company's exit of the Emergency Services Network ("ESN") contract with the Home Office. During the year, the Company used $1 million reflecting related cash payments to exit certain committed contracts.

Employee Separation Costs

At January 1, 2025, the Company had an accrual of $27 million for employee separation costs. The 2025 additional charges of $62 million include severance costs for approximately 830 employees, of which 590 were direct employees and 240 were indirect employees. The adjustments of $4 million reflect reversals of accruals no longer needed. The $61 million used in 2025 reflects cash payments to severed employees. The remaining accrual of $24 million, which is included in Accrued liabilities in the Company's Consolidated Balance Sheet at December 31, 2025, is expected to be paid, primarily within one year to: (i) severed employees who have already begun to receive payments and (ii) approximately 115 employees to be separated in 2026.

2024 Charges

During 2024, the Company recorded net reorganization of business charges of $38 million, including $12 million of charges in Costs of sales and $26 million of charges in Other charges in the Company's Consolidated Statements of Operations. Included in the $38 million were charges of $48 million for employee separation costs, partially offset by $6 million of reversals for employee separation accruals no longer needed and $4 million of reversals for exit cost accruals no longer needed.

The following table displays the net charges incurred by segment:

Year ended December 31	2024
Products and Systems Integration	$ 32
Software and Services	6
	$ 38

Reorganization of Businesses Accruals

	Accruals at January 1	Additional Charges	Adjustments	Amount Used	**Accruals at December 31**
Reorganization costs	$ 23	$ 48	$ (6)	$ (38)	$ 27
Exit costs	5	—	(4)	—	1
	$ 28	$ 48	$ (10)	$ (38)	$ 28

Exit Costs

At January 1, 2024, the Company had an accrual of $5 million for exit costs related to the Company's exit of the ESN contract with the Home Office. During the year, the Company recorded a $4 million reversal for accruals no longer needed. The remaining $1 million of exit costs are recorded in Accrued liabilities in the Company's Consolidated Balance Sheet at December 31, 2024, and are expected to be paid within one year.

Employee Separation Costs

At January 1, 2024, the Company had an accrual of $23 million for employee separation costs. The 2024 additional charges of $48 million include severance costs for approximately 720 employees, of which 460 were direct employees and 260 were indirect employees. The adjustments of $6 million reflect reversals of accruals no longer needed. The $38 million used in 2024 reflects cash payments to severed employees. The remaining accrual of $27 million, which was included in Accrued liabilities in the Company's Consolidated Balance Sheet at December 31, 2024, is expected to be paid, primarily within one year to: (i) severed employees who have already begun to receive payments and (ii) approximately 140 employees to be separated in 2025.

2023 Charges

During 2023, the Company recorded net reorganization of business charges of $53 million, including $7 million of charges in Costs of sales and $46 million of charges under Other charges in the Company's Consolidated Statements of Operations. Included in the $53 million were charges of $41 million for employee separation costs and a $24 million impairment loss related to the exit of video manufacturing operations, partially offset by $7 million of reversals of accruals no longer needed and $5 million of reversals for exit cost accruals no longer needed.

The following table displays the net charges incurred by segment:

Year ended December 31	2023
Products and Systems integration	$ 45
Software and Services	8
	$ 53

15. Intangible Assets and Goodwill

The Company accounts for acquisitions using purchase accounting with the results of operations for each acquiree included in the Company's consolidated financial statements for the period subsequent to the date of acquisition.

Silvus Acquisition

On August 6, 2025, the Company acquired Silvus from Silvus Technologies Group LLC (the "Seller"). Silvus designs and develops software-defined high-speed MANET technology that enables highly secure data, video and voice communications without the need for fixed infrastructure. This acquisition brings mobile ad-hoc network expertise and new applications to the Company's public safety and enterprise portfolio. The purchase price of $4.4 billion consisted of cash payments of $4.4 billion, net of cash acquired and customary purchase price adjustments, and contingent earnout consideration that had an estimated fair value as of the acquisition date of $38 million.

Under the terms of the transaction, the Seller will have the potential to earn contingent earnout consideration upon the achievement of certain financial targets of up to $600 million in total, comprised of up to $150 million for the annual period from July 5, 2026 through July 3, 2027 and up to $450 million for the annual period from July 4, 2027 through July 1, 2028 (with the potential to earn catch-up earnout consideration based on performance in the annual period from July 4, 2027 through July 1, 2028 if the maximum earnout for the annual period from July 5, 2026 through July 3, 2027 is not earned). The contingent earnout consideration, if any, will be paid in shares of common stock. The Company valued the contingent earnout consideration using a Monte Carlo methodology which resulted in the Company recognizing $38 million in purchase consideration at the date of close in Other liabilities on the Company's Condensed Consolidated Balance Sheet. Contingent earnout consideration will continue to be valued at fair value throughout the earnout term and until paid. Changes to the fair value of the contingent earnout consideration will be recorded as a component of operating income within Other income, net in the Company's Consolidated Statement of Operations. Refer to "Note 10: Fair Value Measurements" in this "Part II. Item 8, Financial Statements and Supplementary Data" of this form 10-K for more information regarding the change in fair value.

The Company recognized goodwill of $2.9 billion which was allocated primarily to the Products and Systems Integration segment. In addition, the Company recognized $1.9 billion of intangible assets and $401 million of net liabilities, inclusive of $454 million of deferred tax liabilities and $53 million of net tangible assets. Goodwill represents the excess of the consideration transferred over the net assets recognized and represents the future economic benefits arising from the other assets acquired that could not be individually identified and separately recognized including future customer relationships, new technology and the assembled workforce. The goodwill is not deductible for tax purposes.

The identifiable intangible assets were each classified primarily as one asset as follows: $135 million of trade names, $820 million of customer relationships and $920 million of developed technology which will be amortized over a period of twelve, twelve and eight years, respectively. The fair values of all intangible assets were estimated using the income approach. Customer relationships was valued under the excess earnings method, which assumes that the value of intangible assets is equal to the present value of the incremental after-tax cash flows attributable specifically to the intangible assets. Developed technology and trade names were valued under the relief from royalty method, which assumes value to the extent that the acquired company is relieved of the obligation to pay royalties for the benefits received from them. The Company applies significant judgment in determining the estimates and assumptions used to estimate the fair values of the intangible assets, including the forecasted revenue growth rates, customer attrition rate, and discount rate for customer relationships and the forecasted revenue growth rates, royalty rate, and discount rate for developed technology.

This business is part of both the Products and Systems Integration segment and the Software and Services segment. Between the acquisition date and December 31, 2025, the Company recorded a net reduction of $26 million in goodwill and an increase primarily to intangible assets related to purchase accounting adjustments during the measurement period. The purchase accounting is not yet complete and as such, the final allocation among income tax accounts, intangible assets, net tangible assets and goodwill may be subject to change.

Recent Acquisitions

On November 18, 2025, the Company acquired Blue Eye, a provider of AI-powered enterprise remote video monitoring ("RVM") services for $79 million, net of cash acquired. In addition, the Company issued restricted stock at a fair value of $1 million to certain key employees that will be expensed over a service period of two years. The acquisition enhances the Company's video security portfolio, serving a wide range of enterprises with real-time intelligence to help reduce loss and damage, mitigate risk and boost profitability. The Company recognized $59 million of goodwill, $24 million of identifiable intangible assets and $4 million of net liabilities. The goodwill is not deductible for tax purposes. The identifiable intangible assets were classified as $9 million of customer relationships and $15 million of developed technology and will be amortized over a period of twenty and eleven years, respectively. The business is part of the Software and Services segment. The purchase accounting is not yet complete and as such, the final allocation among income tax accounts, intangible assets, net liabilities and goodwill may be subject to change.

On March 6, 2025, the Company acquired Theatro, a maker of AI and voice-powered communication and digital workflow software for frontline workers for $174 million, net of cash acquired. In addition, the Company issued restricted stock at a fair value price of $5 million to certain key employees that will be expensed over a service period of three years. The acquisition enhances the Company's portfolio of enterprise technologies by integrating Theatro's AI voice assistant in the Company's complementary workflows across our portfolio, including body cameras, fixed video, panic buttons and radios. The Company recognized $119 million of goodwill, $48 million of identifiable intangible assets and $7 million of net assets. The goodwill is not deductible for tax purposes. The identifiable intangible assets were classified as $1 million of trade names, $15 million of customer relationships and $32 million of developed technology and will be amortized over a period of three, nineteen and eleven years, respectively. The business is part of the Software and Services segment. Between the acquisition date and December 31, 2025, the Company recorded a net reduction of $7 million in goodwill and an increase primarily to intangible assets related to purchase accounting adjustments during the measurement period. The purchase accounting is not yet complete and as such, the final allocation among income tax accounts, net liabilities and goodwill may be subject to change.

On February 21, 2025, the Company acquired RapidDeploy, a provider of cloud-native 911 solutions for public safety for $240 million, net of cash acquired. In addition, the Company issued restricted stock at a fair value of $6 million to certain key employees that will be expensed over a service period of two years. The acquisition complements the Company's Command Center portfolio of 911 solutions. The Company recognized $132 million of goodwill, $117 million of identifiable intangible assets and $9 million of net liabilities. The goodwill is not deductible for tax purposes. The identifiable intangible assets were classified as $6 million of trade names, $36 million of customer relationships and $75 million of developed technology and will be amortized over a period of nine, nineteen and eighteen years, respectively. Between the acquisition date and December 31, 2025, the Company recorded a net reduction of $54 million in goodwill and an increase primarily to intangible assets related to purchase accounting adjustments during the measurement period. The business is part of the Software and Services segment. The purchase accounting is not yet complete and as such, the final allocation among income tax accounts, net liabilities and goodwill may be subject to change.

On October 29, 2024, the Company acquired 3tc Software, a provider of control room software solutions for $23 million, net of cash acquired. In addition, the Company issued restricted stock at a fair value of $4 million to certain key employees that will be expensed over a service period of one year. The acquisition expands the Company's critical experience and innovation focused on advancing CAD for the U.K.'s public safety agencies. The Company recognized $15 million of goodwill, $11 million of identifiable intangible assets, and $3 million of net liabilities. The goodwill is not deductible for tax purposes. The identifiable intangible asset was classified as $11 million of developed technology and will be amortized over a period of seven years. The business is part of the Software and Services segment. The purchase accounting was completed as of the fourth quarter of 2025.

On July 1, 2024, the Company acquired Noggin, a global provider of CEM software for $92 million, net of cash acquired. In addition, the Company issued restricted stock at a fair value of $19 million to certain key employees that will be expensed over a service period of three years. This acquisition enhances the Company's portfolio by adding operational resilience and CEM capabilities, which help enterprises and critical infrastructure anticipate, prepare for and efficiently respond to incidents. The Company recognized $49 million of goodwill, $53 million of identifiable intangible assets, and $10 million of net liabilities. The goodwill is not deductible for tax purposes. The identifiable intangible assets were classified as $1 million of trade names, $7 million of customer relationships and $45 million of developed technology and will be amortized over a period of three, fifteen and thirteen years, respectively. The business is part of the Software and Services segment. The purchase accounting was completed as of the third quarter of 2025.

On July 1, 2024, the Company acquired a company that provides vehicle location and management solutions for $132 million, net of cash acquired. In addition, the Company issued restricted stock at a fair value of $3 million to certain key employees that will be expensed over a service period of three years. The Company recognized $62 million of goodwill, $65 million of identifiable intangible assets and $5 million of net assets. The goodwill is deductible for tax purposes. The identifiable intangible assets were classified as $11 million of trade names, $51 million of customer relationships and $3 million of developed technology and will be amortized over a period of nine, eighteen and six years, respectively. The acquisition expands the Company's video solutions within the Software and Services segment. The purchase accounting was completed as of the third quarter of 2025.

On February 13, 2024, the Company acquired Silent Sentinel, a provider of specialized, long-range cameras, for $37 million, net of cash acquired. This acquisition complements the Company's portfolio of fixed video cameras, expanding its footprint with government and critical infrastructure customers and strengthens the Company's position as a global leader in end-to-end video security solutions. The Company recognized $16 million of goodwill, $22 million of identifiable intangible assets and $1 million of net liabilities. The goodwill is not deductible for tax purposes. The identifiable intangible assets were classified as $1 million of trade names, $10 million of customer relationships and $11 million of developed technology and will be amortized over a period of two, fourteen and ten years, respectively. The business is part of the Products and System Integration segment. The purchase accounting was completed as of the first quarter of 2025.

On December 15, 2023, the Company acquired IPVideo, the creator of the HALO Smart Sensor, for $170 million, net of cash acquired. The transaction also included the potential for the Company to make contingent earn-out payments of up to $15 million based on IPVideo's achievement of certain financial targets from January 1, 2024 through December 31, 2024. As of the acquisition date, the Company estimated the fair value of the contingent earn-out to be $2 million, which was included in the purchase price. However, as of December 31, 2024, the Company concluded that the contingent earn-out targets were not achieved. In addition, the Company issued restricted stock at a fair value of $5 million to certain key employees that will be expensed over a service period of one year. The HALO Smart Sensor is a multifunctional safety and security device with built-in vape detection and air quality monitoring, gunshot detection, abnormal noise and motion detection and emergency keyword detection. This acquisition adds sensor technology to the Company's physical security portfolio. The Company recognized $100 million of goodwill, $83 million of identifiable intangible assets and $13 million of net liabilities. The goodwill is not deductible for tax purposes. The identifiable intangible assets were classified as $8 million of trade names, $6 million of customer relationships and $69 million of developed technology and will be amortized over a period of eight, twelve and fifteen years, respectively. The business is a part of the Products and Systems Integration segment. The purchase accounting was completed as of the fourth quarter of 2024.

Intangible Assets

Amortized intangible assets are comprised of the following:

	2025		**2024**	
December 31 (in millions)	***Gross Carrying Amount***	***Accumulated Amortization***	*Gross Carrying Amount*	*Accumulated Amortization*
Intangible assets:				
Developed technology	**$ 2,285**	**$ 679**	$ 1,226	$ 535
Customer-related	**2,515**	**1,190**	1,609	1,093
Trade name	**247**	**74**	103	61
Other intangibles	**15**	**15**	15	15
	$ 5,062	**$ 1,958**	$ 2,953	$ 1,704

Amortization expense on intangible assets, which is included within Other charges in the Consolidated Statements of Operations, was $234 million, $152 million, and $177 million for the years ended December 31, 2025, 2024, and 2023, respectively. The increase in amortization expense during 2025 was a result of the amortization of intangible assets acquired in the Silvus acquisition. As of December 31, 2025, future amortization expense is estimated to be $345 million in 2026, $335 million in 2027, $334 million in 2028, $322 million in 2029, and $319 million in 2030.

Amortized intangible assets, excluding goodwill, were comprised of the following by segment:

	2025		*2024*	
December 31 (in millions)	***Gross Carrying Amount***	***Accumulated Amortization***	*Gross Carrying Amount*	*Accumulated Amortization*
Products and Systems Integration	**$ 2,707**	**$ 552**	$ 1,017	$ 409
Software and Services	**2,355**	**1,406**	1,936	1,295
	$ 5,062	**$ 1,958**	$ 2,953	$ 1,704

Goodwill

The following table displays a rollforward of the carrying amount of goodwill, net of impairment losses, by segment from January 1, 2024 to December 31, 2025:

(in millions)	*Products and Systems Integration*	*Software and Services*	*Total*
Balance as of January 1, 2024	$ 1,568	$ 1,833	$ 3,401
Goodwill acquired	16	128	144
Purchase accounting adjustments	(9)	3	(6)
Foreign currency translation	(2)	(11)	(13)
Balance as of December 31, 2024	$ 1,573	$ 1,953	$ 3,526
Goodwill acquired	2,654	606	3,260
Purchase accounting adjustments	—	(4)	(4)
Foreign currency translation	2	16	18
Balance as of December 31, 2025	**$ 4,229**	**$ 2,571**	**$ 6,800**

The Company conducts its annual assessment of goodwill for impairment as of the last day of the third quarter of each fiscal year. The goodwill impairment assessment is performed at the reporting unit level which is an operating segment or one level below an operating segment.

In 2025 and 2024, the Company performed a qualitative assessment to determine whether it was more-likely-than-not that the fair value of each reporting unit was less than its carrying amount. In performing this qualitative assessment the Company assessed relevant events and circumstances including macroeconomic conditions, industry and market conditions, cost factors, overall financial performance, changes in enterprise value, and entity-specific events. For fiscal year 2025 and 2024, the Company concluded it was more-likely-than-not that the fair value of each reporting unit exceeded its carrying value. Therefore, a quantitative goodwill impairment test was not required and there was no impairment of goodwill in 2025 or 2024.

16. Valuation and Qualifying Accounts

The following table presents the valuation and qualifying account activity for the years ended December 31, 2025, 2024, and 2023:

	Balance at Beginning of Period	*Charged to Earnings*	*Used*	*Adjustments**	*Balance at End of Period*
2025					
Allowance for credit losses	$ 83	$ 39	$ (39)	$ —	$ 83
2024					
Allowance for credit losses	69	49	(35)	—	83
2023					
Allowance for credit losses	61	29	(21)	—	69

** Adjustments include translation adjustments*

Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure

None.

Item 9A. Controls and Procedures

Evaluation of Disclosure Controls and Procedures.

Under the supervision and with the participation of our senior management, including our chief executive officer and chief financial officer, we conducted an evaluation of the effectiveness of the design and operation of our disclosure controls and procedures, as defined in Rules 13a-15(e) or 15d-15(e) under the Exchange Act, as of December 31, 2025 (the "Evaluation Date"), the end of the period covered by this Form 10-K. Based on this evaluation, our chief executive officer and chief financial officer concluded as of the Evaluation Date that our disclosure controls and procedures were effective such that the information relating to Motorola Solutions, including our consolidated subsidiaries, required to be disclosed in our SEC reports: (i) is recorded, processed, summarized and reported within the time periods specified in SEC rules and forms, and (ii) is accumulated and communicated to Motorola Solutions' management, including our chief executive officer and chief financial officer, as appropriate to allow timely decisions regarding required disclosure.

Management's Report on Internal Control Over Financial Reporting.

The Company's management is responsible for establishing and maintaining adequate internal control over financial reporting as such term is defined in Rule 13a-15(f) of the Exchange Act. Under the supervision and with the participation of our senior management, including our chief executive officer and chief financial officer, we assessed the effectiveness of our internal control over financial reporting as of December 31, 2025, using the criteria set forth in the *Internal Control-Integrated Framework* (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission ("COSO"). Based on this assessment, management has concluded that our internal control over financial reporting was effective as of December 31, 2025.

On August 6, 2025, the Company completed the acquisition of Silvus. Management has excluded Silvus from its assessment of the effectiveness of the Company's internal control over financial reporting as of December 31, 2025 (other than Silvus' goodwill and intangibles, which were included in such assessment), because it was acquired by the Company in 2025. Silvus is a wholly-owned subsidiary whose total assets (excluding goodwill and intangibles) and total revenues excluded from management's assessment represent 1% and 2%, respectively, of the related consolidated financial statement amounts of the Company as of and for the year ended December 31, 2025.

The Company's independent registered public accounting firm, PricewaterhouseCoopers LLP, has issued an attestation report on the Company's internal control over financial reporting. The report on the audit of internal control over financial reporting appears in "Part II, Item 8, Financial Statements and Supplementary Data" of this Form 10-K.

Changes in Internal Control Over Financial Reporting.

There have been no changes in our internal control over financial reporting that occurred during our most recent fiscal quarter that have materially affected or are reasonably likely to materially affect our internal control over financial reporting.

Item 9B. Other Information

During the three months ended December 31, 2025, no director or officer of the Company adopted or terminated a "Rule 10b5-1 trading arrangement" or "non-Rule 10b5-1 trading arrangement," as each term is defined in Item 408(a) of Regulation S-K.

Item 9C. Disclosure Regarding Foreign Jurisdictions that Prevent Inspections

Not applicable.

PART III

Item 10. Directors, Executive Officers and Corporate Governance

The response to this Item with respect to directors is incorporated herein by reference to the information under the caption "Our Board - Who We Are" of our Proxy Statement; with respect to executive officers, is contained in Part I hereof under the caption "Information About our Executive Officers"; with respect to the audit committee, is incorporated herein by reference to the information under the caption "Committees of the Board" of the Proxy Statement; and, with respect to our insider trading policies and procedures is incorporated herein by reference to the information under the caption "How Our Board Governs the Company – Company Insider Trading Prohibitions Policy" of the Proxy Statement. In addition, Motorola Solutions' Insider Trading Prohibitions Policy is filed as Exhibit 19 to this Form 10-K.

Motorola Solutions has adopted a code of ethics, the Motorola Solutions Code of Business Conduct (the "Code"), that applies to all employees, including the Company's principal executive officer, principal financial officer and controller (principal accounting officer). The Code is posted in the Corporate Governance section on Motorola Solutions' Internet website, www.motorolasolutions.com/investors, and is available electronically and without charge by contacting Investor Relations at investors@motorolasolutions.com. Any legally required disclosures regarding amendments to, or waivers from, the Code applicable to executive officers will be posted on our Internet website or disclosed in a Current Report on Form 8-K filed with the SEC. The information contained on or accessible through our website is not incorporated by reference into and is not a part of this Form 10-K.

Item 11. Executive Compensation

The response to this Item is incorporated herein by reference to the information under the captions "How We Determine Director Compensation," "How Our Directors Are Compensated," "Compensation Discussion and Analysis," "Compensation and Leadership Committee Report," "Compensation and Leadership Committee Interlocks and Insider Participation," "Named Executive Officer Compensation," and "CEO Pay Ratio" of the Proxy Statement.

Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters

The response to this Item is incorporated herein by reference to the information under the captions "Equity Compensation Plan Information" and "Security Ownership Information" of the Proxy Statement.

Item 13. Certain Relationships and Related Transactions, and Director Independence

The response to this Item is incorporated herein by reference to the information under the captions "Related Person Transaction Policy and Procedures" and "Independence" of the Proxy Statement.

Item 14. Principal Accounting Fees and Services

The response to this Item is incorporated by reference to the information under the captions "Independent Registered Public Accounting Firm Fees" and "Audit Committee Pre-Approval Policies" of the Proxy Statement.

PART IV

Item 15. Exhibits and Financial Statement Schedules

(a) ***1. Financial Statements***

See Part II, Item 8 hereof.

2. Financial Statement Schedules

All schedules omitted are inapplicable or the information required is shown in the consolidated financial statements or notes thereto.

3. Exhibits

Exhibit numbers 10.5 through 10.55 listed in this Exhibit Index are management contracts or compensatory plans or arrangements required to be filed as exhibits to this form by Item 15(b) hereof.

2.1+	Purchase Agreement, dated as of May 27, 2025, by and among Motorola Solutions, Inc., Silvus Technologies Group LLC and Silvus Technologies Holdings Inc. (incorporated by reference to Exhibit 2.1 to Motorola Solutions, Inc.'s Current Report on Form 8-K filed on May 27, 2025).
3.1	Restated Certificate of Incorporation of Motorola Solutions, Inc., dated May 15, 2024 (incorporated by reference to Exhibit 3.1 to Motorola Solutions, Inc.'s Quarterly Report on Form 10-Q for the fiscal quarter ended June 29, 2024).
3.2	Amended and Restated Bylaws of Motorola Solutions, Inc. effective as of November 17, 2022 (incorporated by reference to Exhibit 3.1 to Motorola Solutions, Inc.'s Current Report on Form 8-K filed on November 18, 2022).
4.1 (a)	Senior Indenture, dated as of May 1, 1995, between The Bank of New York Mellon Trust Company, N.A. (as successor Trustee to JPMorgan Chase Bank (as successor in interest to Bank One Trust Company) and BNY Midwest Trust Company (as successor in interest to Harris Trust and Savings Bank) and Motorola, Inc. (incorporated by reference to Exhibit 4(d) of the Registrant's Registration Statement on Form S-3 filed on September 25, 1995).
4.1 (b)	Instrument of Resignation, Appointment and Acceptance, dated as of January 22, 2001, among Motorola, Inc., Bank One Trust Company, N.A. and BNY Midwest Trust Company (as successor in interest to Harris Trust and Savings Bank) (incorporated by reference to Exhibit 4.2(b) to Motorola, Inc.'s Annual Report on Form 10-K for the fiscal year ended December 31, 2000).
4.1 (c)	Indenture, dated as of August 19, 2014, between Motorola Solutions, Inc. and The Bank of New York Mellon Trust Company, N.A., as trustee (incorporated by reference to Exhibit 4.1 to Motorola Solutions, Inc.'s Current Report on Form 8-K filed on August 19, 2014).
	Certain instruments defining the rights of holders of long-term debt of Motorola Solutions, Inc. and all of its subsidiaries for which consolidated or unconsolidated financial statements are required to be filed are being omitted pursuant to Item 601(b)(4)(iii)(A) of Regulation S-K. Motorola Solutions, Inc. agrees to furnish a copy of any such instrument to the SEC upon request.
4.2	Description of the Registrant's Securities Registered Pursuant to Section 12 of the Securities Exchange Act of 1934 (incorporated by reference to Exhibit 4.2 to Motorola Solutions, Inc.'s Annual Report on Form 10-K for the fiscal year ended December 31, 2023).
10.1	Amended and Restated Master Separation and Distribution Agreement, effective as of July 31, 2010, among Motorola Mobility Holdings, Inc. (f/k/a Motorola SpinCo Holdings Corporation), Motorola Mobility, Inc. and Motorola, Inc. (incorporated by reference to Exhibit 2.1 to Amendment No. 1 to the Form 10 Registration Statement filed on August 31, 2010 by Motorola Mobility Holdings, Inc. (formerly Motorola SpinCo Holdings Corporation)).
10.2	Amended and Restated Intellectual Property License Agreement, effective as of July 31, 2010, between Motorola Mobility, Inc. and Motorola, Inc. (incorporated by reference to Exhibit 10.2 to Amendment No. 1 to the Form 10 Registration Statement filed on August 31, 2010 by Motorola Mobility Holdings, Inc. (formerly Motorola SpinCo Holdings Corporation)).
10.3	Amended and Restated Exclusive License Agreement, effective as of July 30, 2010, between Motorola Trademark Holdings, LLC and Motorola, Inc. (incorporated by reference to Exhibit 10.3 to Amendment No. 3 to the Form 10 Registration Statement filed on November 12, 2010 by Motorola Mobility Holdings, Inc.).
10.4	Tax Sharing Agreement, effective as of July 31, 2010, among Motorola Mobility Holdings, Inc. (f/k/a Motorola SpinCo Holdings Corporation), Motorola Mobility, Inc. and Motorola, Inc. (incorporated by reference to Exhibit 10.4 to Amendment No. 1 to the Form 10 Registration Statement filed on August 31, 2010 by Motorola Mobility Holdings, Inc. (formerly Motorola SpinCo Holdings Corporation)).
10.5	Motorola Solutions Omnibus Incentive Plan of 2015 (f/k/a the Motorola Omnibus Incentive Plan of 2006), as amended and restated effective May 18, 2015 (incorporated by reference to Exhibit 10.1 to Motorola Solutions, Inc.'s Current Report on Form 8-K filed on May 21, 2015).
10.6	First Amendment to the Motorola Solutions Omnibus Incentive Plan of 2015 (f/k/a the Motorola Omnibus Incentive Plan of 2006), as amended and restated effective May 18, 2015 (incorporated by reference to Exhibit 10.1 to Motorola Solutions, Inc.'s Quarterly Report on Form 10-Q for the fiscal quarter ended September 26, 2020).
10.7	Motorola Solutions Amended and Restated Omnibus Incentive Plan of 2015, effective as of May 17, 2022 (incorporated by reference to Exhibit 10.1 to Motorola Solutions, Inc.'s Current Report on Form 8-K filed on May 20, 2022).

10.8 Form of Motorola Solutions, Inc. Performance Option Award Agreement for grants to Section 16 Officers on or after March 9, 2023 (incorporated by reference to Exhibit 10.11 to Motorola Solutions, Inc.'s Quarterly Report on Form 10-Q for the fiscal quarter ended April 1, 2023).

10.9 Form of Motorola Solutions, Inc. Performance Option Award Agreement for grants to Section 16 Officers from March 10, 2022 to March 8, 2023 (incorporated by reference to Exhibit 10.9 to Motorola Solutions, Inc.'s Quarterly Report on Form 10-Q for the fiscal quarter ended April 2, 2022).

10.10 Form of Motorola Solutions, Inc. Performance Option Award Agreement for grants to Section 16 Officers from February 14, 2019 to March 9, 2022 (incorporated by reference to Exhibit 10.2 to Motorola Solutions, Inc.'s Quarterly Report on Form 10-Q for the fiscal quarter ended March 30, 2019).

10.11 Form of Motorola Solutions, Inc. Award Document-Terms and Conditions Related to Employee Nonqualified Stock Options for grants to Section 16 Officers on or after March 9, 2023 (incorporated by reference to Exhibit 10.8 to Motorola Solutions, Inc.'s Quarterly Report on Form 10-Q for the fiscal quarter ended April 1, 2023).

10.12 Form of Motorola Solutions, Inc. Award Document-Terms and Conditions Related to Employee Nonqualified Stock Options for grants to Section 16 Officers from March 10, 2022 to March 8, 2023 (incorporated by reference to Exhibit 10.6 to Motorola Solutions, Inc.'s Quarterly Report on Form 10-Q for the fiscal quarter ended April 2, 2022).

10.13 Form of Motorola Solutions, Inc. Award Document-Terms and Conditions Related to Employee Nonqualified Stock Options for grants to Section 16 Officers from May 6, 2013 to March 9, 2022 (incorporated by reference to Exhibit 10.2 to Motorola Solutions, Inc.'s Quarterly Report on Form 10-Q for the fiscal quarter ended June 29, 2013).

10.14 Form of Motorola Solutions, Inc. Award Document-Terms and Conditions Related to Employee Nonqualified Stock Options for grants on or after March 9, 2023 (incorporated by reference to Exhibit 10.5 to Motorola Solutions, Inc.'s Quarterly Report on Form 10-Q for the fiscal quarter ended April 1, 2023).

10.15 Form of Motorola Solutions, Inc. Award Document-Terms and Conditions Related to Employee Nonqualified Stock Options relating to the Motorola Solutions Omnibus Incentive Plan of 2015, as amended, for grants from March 10, 2022 to March 8, 2023 (incorporated by reference to Exhibit 10.3 to Motorola Solutions, Inc.'s Quarterly Report on Form 10-Q for the fiscal quarter ended April 2, 2022).

10.16 Form of Motorola Solutions, Inc. Award Document-Terms and Conditions Related to Employee Nonqualified Stock Options relating to the Motorola Solutions Omnibus Incentive Plan of 2015 for grants from February 15, 2018 to March 9, 2022 (incorporated by reference to Exhibit 10.4 to Motorola Solutions, Inc.'s Quarterly Report on Form 10-Q for the fiscal quarter ended March 31, 2018).

10.17 Form of Motorola Solutions, Inc. Award Document-Terms and Conditions Related to Employee Nonqualified Stock Options relating to the Motorola Solutions Omnibus Incentive Plan of 2015 for grants from March 9, 2017 to February 14, 2018 (incorporated by reference to Exhibit 10.6 to Motorola Solutions' Quarterly Report on Form 10-Q for the fiscal quarter ended April 1, 2017).

10.18 Form of Motorola Solutions, Inc. Award Document-Terms and Conditions Related to Employee Nonqualified Stock Options relating to the Motorola Solutions Omnibus Incentive Plan of 2006 for grants from February 3, 2014 to March 8, 2017 (incorporated by reference to Exhibit 10.9 to Motorola Solutions, Inc.'s Annual Report on Form 10-K for the fiscal year ended December 31, 2013).

10.19 Form of Motorola Solutions, Inc. Stock Option Consideration Agreement for grants on or after March 9, 2023 (incorporated by reference to Exhibit 10.6 to Motorola Solutions, Inc.'s Quarterly Report on Form 10-Q for the fiscal quarter ended April 1, 2023).

10.20 Form of Motorola Solutions, Inc. Stock Option Consideration Agreement for grants from March 10, 2022 to March 8, 2023 (incorporated by reference to Exhibit 10.4 to Motorola Solutions, Inc.'s Quarterly Report on Form 10-Q for the fiscal quarter ended April 2, 2022).

10.21 Form of Motorola Solutions, Inc. Stock Option Consideration Agreement for grants from March 9, 2017 to March 9, 2022 (incorporated by reference to Exhibit 10.7 to Motorola Solutions, Inc.'s Quarterly Report on Form 10-Q for the fiscal quarter ended April 1, 2017).

10.22 Form of Motorola Solutions Stock Option Consideration Agreement for grants from February 3, 2014 to March 8, 2017 (incorporated by reference to Exhibit 10.14 to Motorola Solutions, Inc.'s Annual Report on Form 10-K for the fiscal year ended December 31, 2013).

10.23 Form of Motorola Solutions, Inc. Market Stock Unit Award Agreement for grants to Section 16 Officers on or after March 9, 2023 (incorporated by reference to Exhibit 10.10 to Motorola Solutions, Inc.'s Quarterly Report on Form 10-Q for the fiscal quarter ended April 1, 2023).

10.24 Form of Motorola Solutions, Inc. Restricted Stock Unit Award Agreement for grants to Section 16 Officers on or after March 9, 2023 (incorporated by reference to Exhibit 10.12 to Motorola Solutions, Inc.'s Quarterly Report on Form 10-Q for the fiscal quarter ended April 1, 2023).

10.25 Form of Motorola Solutions, Inc. Restricted Stock Unit Award Agreement for grants to Appointed Vice Presidents and Elected Officers on or after March 9, 2023 (incorporated by reference to Exhibit 10.3 to Motorola Solutions, Inc.'s Quarterly Report on Form 10-Q for the fiscal quarter ended April 1, 2023).

10.26 Form of Motorola Solutions, Inc. Restricted Stock Unit Agreement relating to the Motorola Solutions Omnibus Incentive Plan of 2015, as amended, for grants to Appointed Vice Presidents and Elected Officers from March 10, 2022 to March 8, 2023 (incorporated by reference to Exhibit 10.1 to Motorola Solutions, Inc.'s Quarterly Report on Form 10-Q for the fiscal quarter ended April 2, 2022).

10.27 Form of Motorola Solutions, Inc. Restricted Stock Unit Award Agreement for grants to Employees on or after March 9, 2023 (incorporated by reference to Exhibit 10.4 to Motorola Solutions, Inc.'s Quarterly Report on Form 10-Q for the fiscal quarter ended April 1, 2023).

10.28 Form of Motorola Solutions, Inc. Restricted Stock Unit Agreement relating to the Motorola Solutions Omnibus Incentive Plan of 2015, as amended, for grants to Employees from March 10, 2022 to March 8, 2023 (incorporated by reference to Exhibit 10.2 to Motorola Solutions, Inc.'s Quarterly Report on Form 10-Q for the fiscal quarter ended April 2, 2022).

10.29 Form of Motorola Solutions, Inc. Performance Stock Unit Award Agreement for grants to non-Section 16 Officers on or after March 9, 2023 (incorporated by reference to Exhibit 10.7 to Motorola Solutions, Inc.'s Quarterly Report on Form 10-Q for the fiscal quarter ended April 1, 2023).

10.30 Form of Motorola Solutions, Inc. Performance Stock Unit Award Agreement for grants to Messrs. Molloy, Saptharishi, and Winkler on November 11, 2024 (incorporated by reference to Exhibit 10.35 to Motorola Solutions, Inc.'s Annual Report on Form 10-K for the fiscal year ended December 31, 2024).

10.31 Form of Motorola Solutions, Inc. Performance Stock Unit Award Agreement for grants to Section 16 Officers on or after March 9, 2023 (incorporated by reference to Exhibit 10.9 to Motorola Solutions, Inc.'s Quarterly Report on Form 10-Q for the fiscal quarter ended April 1, 2023).

10.32 Form of Motorola Solutions, Inc. Performance Stock Unit Award Agreement for grants to Gregory Q. Brown on or after March 9, 2023 (incorporated by reference to Exhibit 10.13 to Motorola Solutions, Inc.'s Quarterly Report on Form 10-Q for the fiscal quarter ended April 1, 2023).

10.33 Form of Motorola Solutions, Inc. Performance Option Award Agreement for grants to Gregory Q. Brown on or after March 9, 2023 (incorporated by reference to Exhibit 10.15 to Motorola Solutions, Inc.'s Quarterly Report on Form 10-Q for the fiscal quarter ended April 1, 2023).

10.34 Form of Motorola Solutions, Inc. Performance Option Award Agreement for grants to Gregory Q. Brown from March 9, 2015 to March 8, 2023 (incorporated by reference to Exhibit 10.3 to Motorola Solutions, Inc.'s Current Report on Form 8-K filed on March 11, 2015).

10.35 Form of Motorola Solutions Stock Option Consideration Agreement for Gregory Q. Brown for grants on or after March 9, 2023 (incorporated by reference to Exhibit 10.16 to Motorola Solutions, Inc.'s Quarterly Report on Form 10-Q for the fiscal quarter ended April 1, 2023).

10.36 Form of Motorola Solutions Stock Option Consideration Agreement for Gregory Q. Brown for grants from March 10, 2022 to March 8, 2023 under the Motorola Solutions Omnibus Incentive Plan of 2015, as amended (incorporated by reference to Exhibit 10.13 to Motorola Solutions, Inc.'s Quarterly Report on Form 10-Q for the fiscal quarter ended April 2, 2022).

10.37 Form of Motorola Solutions Stock Option Consideration Agreement for Gregory Q. Brown for grants from January 4, 2011 to March 9, 2022 under the Motorola Solutions Omnibus Incentive Plan of 2006 (incorporated by reference to Exhibit 10.27 to Motorola Solutions, Inc.'s Annual Report on Form 10-K for the fiscal year ended December 31, 2010).

10.38 Form of Motorola Solutions, Inc. Market Stock Unit Award Agreement for grants to Gregory Q. Brown on or after March 9, 2023 (incorporated by reference to Exhibit 10.14 to Motorola Solutions, Inc.'s Quarterly Report on Form 10-Q for the fiscal quarter ended April 1, 2023).

10.39 Form of Motorola Solutions Deferred Stock Units Agreement between Motorola Solutions, Inc. and its non-employee directors, relating to the deferred stock units issued in lieu of cash compensation to directors under the Motorola Solutions Omnibus Incentive Plan of 2006, for acquisitions on or after January 1, 2012 (incorporated by reference to Exhibit 10.37 to Motorola Solutions, Inc.'s Annual Report on Form 10-K for the fiscal year ended December 31, 2011).

10.40 Form of Motorola Solutions Deferred Stock Units Award between Motorola Solutions, Inc. and its non-employee directors under the Motorola Solutions Omnibus Incentive Plan of 2006 or any successor plan for grants on or after January 1, 2012 (incorporated by reference to Exhibit 10.40 to Motorola Solutions, Inc.'s Annual Report on Form 10-K for the fiscal year ended December 31, 2011).

10.41 Motorola Solutions Executive Officer Short Term Incentive Plan dated January 17, 2013 (effective January 1, 2013) (incorporated by reference to Exhibit 10.50 to Motorola Solutions' Annual Report on Form 10-K for the fiscal year ended December 31, 2012).

10.42 Motorola Solutions Executive Officer Short Term Incentive Plan Term Sheet (incorporated by reference to Exhibit 10.51 to Motorola Solutions, Inc.'s Annual Report on Form 10-K for the fiscal year ended December 31, 2012).

10.43 Motorola Solutions Long Range Incentive Plan (LRIP), as Amended and Restated February 11, 2021 (incorporated by reference to Exhibit 10.1 to Motorola Solutions, Inc.'s Quarterly Report on Form 10-Q for the fiscal quarter ended April 3, 2021).

10.44 2023-2025 Performance Measures under the Motorola Solutions Long Range Incentive Plan (LRIP), as approved on February 24, 2023 (incorporated by reference to Exhibit 10.2 to Motorola Solutions, Inc.'s Quarterly Report on Form 10-Q for the fiscal quarter ended April 1, 2023).

10.45 2024-2026 Performance Measures under the Motorola Solutions Long Range Incentive Plan (LRIP), as approved on February 21, 2024 (incorporated by reference to Exhibit 10.1 to Motorola Solutions, Inc.'s Quarterly Report on Form 10-Q for the fiscal quarter ended March 30, 2024).

10.46 2025-2027 Performance Measures under the Motorola Solutions Long Range Incentive Plan (LRIP), as approved on February 25, 2025 (incorporated by reference to Exhibit 10.1 to Motorola Solutions, Inc.'s Quarterly Report on Form 10-Q for the fiscal quarter ended March 29, 2025).

10.47 Motorola Solutions Management Deferred Compensation Plan (As Amended and Restated Effective as of June 1, 2013) (incorporated by reference to Exhibit 10.1 to Motorola Solutions, Inc.'s Current Report on Form 8-K filed on June 5, 2013).

10.48 Motorola Solutions, Inc. 2011 Senior Officer Change in Control Severance Plan, as amended and restated November 13, 2014 (incorporated by reference to Exhibit No. 10.54 to Motorola Solutions, Inc.'s Annual Report on Form 10-K for the fiscal year ended December 31, 2014).

10.49 Motorola Solutions, Inc. 2011 Executive Severance Plan, as amended and restated November 13, 2014 (incorporated by reference to Exhibit No. 10.55 to Motorola Solutions, Inc.'s Annual Report on Form 10-K for the fiscal year ended December 31, 2014).

10.50 Arrangement for directors' fees for non-employee directors (description incorporated by reference from the information under the caption "How our Directors are Compensated" of Motorola Solutions Inc.'s Proxy Statement on Schedule 14A for the 2025 Annual Meeting of Shareholders filed on March 27, 2025 ("Motorola Solutions' Proxy Statement")).

10.51 Description of insurance covering non-employee directors and their spouses (including a description incorporated by reference from the information under the caption "How our Directors are Compensated" of the Motorola Solutions' Proxy Statement, and incorporated by reference to Exhibit 10.1 to Motorola Solutions, Inc.'s Quarterly Report on Form 10-Q for the fiscal quarter ended on June 29, 2024).

10.52 Employment Agreement, dated August 27, 2008, by and between Motorola, Inc. and Gregory Q. Brown (incorporated by reference to Exhibit 10.1 to Motorola, Inc.'s Current Report on Form 8-K filed on August 29, 2008).

10.53 Amendment dated December 15, 2008, to the Employment Agreement dated August 27, 2008 by and between Motorola, Inc. and Gregory Q. Brown (incorporated by reference to Exhibit No. 10.50 to Motorola, Inc.'s Annual Report on Form 10-K for the fiscal year ended December 31, 2008).

10.54 Second Amendment, dated May 28, 2010, to the Employment Agreement dated August 27, 2008, as amended, by and between Motorola, Inc. and Gregory Q. Brown (incorporated by reference to Exhibit 10.1 to Motorola, Inc.'s Current Report on Form 8-K filed on May 28, 2010).

10.55 Third Amendment, dated March 10, 2014, to the Employment Agreement dated August 27, 2008, as amended, by and between Motorola Solutions, Inc. and Gregory Q. Brown (incorporated by reference to Exhibit 10.1 to Motorola Solutions, Inc.'s Current Report on Form 8-K filed on March 13, 2014).

10.56 Revolving Credit Agreement, dated as of April 25, 2025, among Motorola Solutions, Inc., JPMorgan Chase Bank, N.A., as administrative agent, and the several lenders and agents party thereto (incorporated by reference to Exhibit 10.1 to Motorola Solutions, Inc.'s Current Report on Form 8-K filed on April 25, 2025).

10.57+ 364-Day Term Loan Credit Agreement, dated as of July 21, 2025, among Motorola Solutions, Inc., the Banks party thereto and Mizuho Bank, Ltd., as Administrative Agent (incorporated by reference to Exhibit 10.1 to Motorola Solutions, Inc.'s Current Report on Form 8-K filed on July 21, 2025).

10.58+ Three-Year Term Loan Credit Agreement, dated as of July 21, 2025, between Motorola Solutions, Inc. and Bank of America, N.A., as Administrative Agent and Bank (incorporated by reference to Exhibit 10.2 to Motorola Solutions, Inc.'s Current Report on Form 8-K filed on July 21, 2025).

*10.59 Revised and Amended Aircraft Time Sharing Agreement, dated as of October 30, 2025, between Motorola Solutions, Inc. and Gregory Q. Brown.

*19 Insider Trading Prohibitions Policy, effective as of January 1, 2026.

*21 Subsidiaries of Motorola Solutions, Inc.

*23.1 Consent of Independent Registered Public Accounting Firm.

*31.1 Certification of Gregory Q. Brown pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.

*31.2 Certification of Jason J. Winkler pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.

**32.1 Certification of Gregory Q. Brown pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.

**32.2 Certification of Jason J. Winkler pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.

97 Motorola Solutions, Inc. Compensation Recoupment Policy, effective as of November 16, 2023 (incorporated by reference to Exhibit 97 to Motorola Solutions, Inc.'s Annual Report on Form 10-K for the fiscal year ended December 31, 2023).

101.INS Inline XBRL Instance Document

101.SCH Inline XBRL Taxonomy Extension Scheme Document

101.CAL Inline XBRL Taxonomy Extension Calculation Linkbase Document

101.DEF Inline XBRL Taxonomy Extension Definition Linkbase Document

101.LAB Inline XBRL Taxonomy Extension Label Linkbase Document

101.PRE Inline XBRL Taxonomy Extension Presentation Linkbase Document

104 Cover Page Interactive Data File (formatted as inline XBRL and contained in Exhibit 101)

+ Schedules and exhibits to the agreement have been omitted pursuant to Item 601(a)(5) of Regulation S-K. A copy of any omitted schedule or exhibit will be furnished to the SEC upon request.

* Filed herewith

** Furnished herewith

(b) *Exhibits:*

See Item 15(a) 3 above.

Item 16. Form 10-K Summary

None.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, Motorola Solutions, Inc. has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

MOTOROLA SOLUTIONS, INC.

By: /S/ GREGORY Q. BROWN

Gregory Q. Brown

Chairman and Chief Executive Officer

February 12, 2026

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of Motorola Solutions, Inc. and in the capacities and on the dates indicated.

Signature	***Title***	***Date***
/S/ GREGORY Q. BROWN Gregory Q. Brown	Chairman and Chief Executive Officer and Director (Principal Executive Officer)	February 12, 2026
/S/ JASON J. WINKLER Jason J. Winkler	Executive Vice President and Chief Financial Officer (Principal Financial Officer)	February 12, 2026
/S/ KATHERINE MAHER Katherine Maher	Corporate Vice President and Chief Accounting Officer (Principal Accounting Officer)	February 12, 2026
/S/ NICOLE ANASENES Nicole Anasenes	Director	February 12, 2026
/S/ KENNETH D. DENMAN Kenneth D. Denman	Director	February 12, 2026
/S/ AYANNA M. HOWARD Ayanna M. Howard	Director	February 12, 2026
/S/ MARK E. LASHIER Mark E. Lashier	Director	February 12, 2026
/S/ ELIZABETH D. MANN Elizabeth D. Mann	Director	February 12, 2026
/S/ GREGORY K. MONDRE Gregory K. Mondre	Director	February 12, 2026
/S/ JOSEPH M. TUCCI Joseph M. Tucci	Director	February 12, 2026

MOTOROLA SOLUTIONS

Proposal

County of Nassau State of New York

Radio Maintenance and Repair

Bid Number 28760-06195-141

June 19, 2025

PS-000196953

MOTOROLA SOLUTIONS

Motorola Solutions, Inc.
123 Tice Boulevard Suite 202
Woodcliff Lake, NJ 07677

June 19, 2025

Mr. Timothy Funaro
Nassau County Office of Purchasing
One West Street
Mineola, NY 11501

Subject: MAINTENANCE FORMAL SEALED BID 28760-06195-141

Dear Mr. Funaro,

Motorola Solutions, Inc. ("Motorola") is pleased to have the opportunity to provide Nassau County, NY with quality communications equipment and services. The Motorola project team has taken great care to propose a solution that will meet your needs and provide unsurpassed value.

To meet the functional and operational specifications of this solicitation our solution includes a combination of hardware, software, and services. Specifically this solution provides:

RADIO SYSTEM MAINTENANCE AND REPAIR

This proposal consists of this cover letter, description of offering, and relevant pricing together with its Exhibits, including all clarifications and exceptions, and is contingent upon the Motorola Customer Agreement and its exhibits (collectively the "MCA") or a negotiated version thereof. This proposal shall remain valid for 120 days from the date of this cover letter. You may accept the proposal by delivering to Motorola the signed Agreement or Purchase Order. Any questions may be directed to your Motorola Account Executive, Matt Tannenbaum, Account Executive, at 212-629-1794.

We thank you for the opportunity to furnish Nassau County, NY with "best in class" solutions, and we hope to strengthen our relationship by implementing this project. Our goal is to provide you with the best products and services available in the communications industry.

Sincerely,

Motorola Solutions, Inc.

Roy Kirchner
MSSSI Vice President

Table of Contents

A detailed table of contents is provided within each section.

MOTOROLA SOLUTIONS

Section 1

Motorola Responses

Radio Maintenance and Repair | June 19, 2025

County of Nassau State of New York

Bid Number 28760-06195-141

Motorola Responses

Section 1

Motorola Responses

Motorola Solutions (Motorola) responses are on the following pages.

FORMAL SEALED BID PROPOSAL

	STATE OF NEW YORK **COUNTY OF NASSAU** BIDS WILL BE RECEIVED AND OPENED AT OFFICE OF PURCHASING, 1 WEST STREET, NORTH ENTRANCE, MINEOLA, NEW YORK 11501 OFFICE HOURS 9 AM – NOON & 1 PM – 4:45 PM		BID NUMBER 28760-06195-141 Dated: Ad. 05/29/2025 BID OPENING DATE June 19,2025 11:00 A.M. E.D.S.T.
	BUYER Timothy Funaro	TELEPHONE 516-571-7720	REQUISITION NUMBER N/A

OFFICE OF PURCHASING
JUL 15 2025
OPENED 11AM

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE: **Radio Maintenance and Repair**

- **ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED**

THE UNDERSIGNED BIDDER AFFIRMS AND DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE ADVERTISED INVITATION FOR BIDS, THE BID TERMS AND CONDITIONS, AND DETAILED SPECIFICATIONS, AND CERTIFIES THAT THIS BID IS SIGNED WITH FULL KNOWLEDGE AND ACCEPTANCE OF ALL THE PROVISIONS THEREOF AND OFFERS AND AGREES, IF THIS BID IS ACCEPTED WITHIN NINETY (90) DAYS FROM THE BID OPENING DATE TO FURNISH ANY OR ALL THE ITEMS UPON WHICH PRICES ARE HEREINAFTER QUOTED IN THE QUANTITY AND AT THE PRICES BID.

CASH DISCOUNT OF 0 PERCENT WILL BE ALLOWED FOR PROMPT PAYMENT WITHIN 20 BUSINESS DAYS.

THE BIDDER CERTIFIES THAT: (A) THE BID HAS BEEN ARRIVED AT BY THE BIDDER INDEPENDENTLY AND HAS BEEN SUBMITTED WITHOUT COLLUSION WITH ANY OTHER VENDOR OF MATERIALS, SUPPLIES OR EQUIPMENT OF THE TYPE DESCRIBED IN INVITATION FOR BIDS, AND (B) THE CONTENTS OF THE BID HAVE NOT BEEN COMMUNICATED BY THE BIDDER, NOR, TO ITS BEST KNOWLEDGE AND BELIEF, BY ANY OF ITS EMPLOYEES OR AGENTS, TO ANY PERSON NOT AN EMPLOYEE OR AGENT OF BIDDER OR ITS SURETY ON ANY BOND FURNISHED HEREWITH PRIOR TO OFFICIAL OPENING OF THE BID.

DELIVERY MADE TO:	**GUARANTEED DELIVERY DATE**
Various Nassau County Locations	1 **DAYS AFTER RECEIPT OF ORDER**
	EMPLOYERS FEDERAL TAX ID NUMBER 36-1115800

TOLL FREE TELEPHONE NUMBER: 1-800-422-4210
BIDS MUST BE SIGNED BY PROPRIETOR, PARTNER OR OFFICER AUTHORIZED TO SIGN FOR CORPORATION

NAME OF BIDDER Motorola Solutions, Inc.			
ADDRESS 123 Tice Blvd, Suite 202			
CITY Woodcliff Lake	**STATE** NJ	**ZIP CODE** 07677	**TELEPHONE** 201-949-5503
SIGNATURE OF AUTHORIZED INDIVIDUAL		Roy Kirchner Vice President, Northeast Region **PRINT OR TYPE NAME OF SIGNER AND TITLE**	

IN EXECUTING THIS BID, THE BIDDER WARRANTS THAT THE PRICES SUBMITTED HEREIN ARE NOT HIGHER THAN THOSE OFFERED TO ANY GOVERNMENTAL OR COMMERCIAL CONSUMER FOR LIKE DELIVERIES. THE PRICES HEREIN SHOULD NOT INCLUDE ANY FEDERAL EXCISE TAXES OR SALES TAXES IMPOSE BY ANY STATE OR MUNICIPAL GOVERNMENT. SUCH TAXES, IF INCLUDED, MUST BE DEDUCTED BY THE BIDDER WHEN SUBMITTING BID. BIDDERS ARE REQUESTED TO ALSO READ THE TERMS AND CONDITIONS.

BID TERMS AND CONDITIONS

1. Bids on equipment must be on standard new equipment, latest model, except as otherwise specifically stated in proposal or detailed specification. Where any part of nominal appurtenances of equipment is not described, it shall be understood that all equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.
2. Bids on materials and supplies must be for new items except as otherwise specifically stated in bid or detailed specifications.
3. Bidder declares that the bid is made without any connection with any other Bidder, submitting a bid for the same items, and is in all respects fair and without collusion or fraud.
4. PRICES The provisions of the New York State Fair Trade Law (Fed-Crawford Act) and the federal price discrimination law (Robinson-Patman Act) do not apply to purchases made by the County.
5. SURETY In the event that an award is made hereunder, The Director of Purchase reserves the right to request successful bidders to post, within one week, security for faithful performance, with the understanding that the whole or any part thereof may be used by the County of Nassau to supply any deficiency that may arise from any default on the part of the Bidder. Such security must meet all the requirements of the County Attorney and be approved by the County Attorney.

6. SAMPLES Samples, when required, must be submitted strictly in accordance with instructions; otherwise bid may not be considered. If samples are requested subsequent to bid opening they shall be delivered within five (5) days of the request for bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the Bidder desires their return; also specifying the address to which they are to be returned, provided they have not been used or made useless by tests. Award samples may be held for comparison with deliveries. Samples will be returned at the Bidders risk and expense.

7. Award The Director, Office of Purchasing reserves the right before making award to make investigations as to whether or not the items, qualifications or facilities offered by the Bidder meet the requirements set forth herein and are sample and sufficient to insure the proper performance in the event of award. The Bidder must be prepared, if requested by the Director, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery and capacity of the manufacturer for the production and distribution of the material on which he is bidding. Upon request of the Director, successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bids are not complied with or that articles or equipment proposed to be furnished do not meet the requirements called for, or that the qualification, financial standing or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director to make any examinations before award; and it is further understood that, if such examination is made, it in no way relieves the Bidder from fulfilling all requirements and conditions of the bid.

8. Awards will be made to the lowest responsible Bidder. Cash discounts will not be a factor in determining awards, except in tie bids. Consideration will be given to the reliability of the Bidder, the quantities of the materials, equipment or supplies to be furnished, their conformity with the specifications, the purpose for which required and the terms of delivery.

9. The Director reserves the right to reject and all bids in whole or in part and to waive technical defects, irregularities and omissions if in his judgment the best interests of the County will be served.

10. Unless otherwise indicated herein, the Director reserves the right to make award by items, by classes, by group of items, or as a whole.

11. DELIVERIES Upon failure of the Vendor to deliver within the time specified, or within reasonable time as interpreted by the Director, or failure to make replacement of rejected articles, when so requested immediately or as directed by the Director, the Director may purchase from other sources to take the place of the item rejected or not delivered. The Director reserves the right to authorize immediate purchase from other sources against rejections on any order when necessary. On all-such purchases the Vendor agrees to promptly reimburse the County for excess cost occasioned by such purchases. Should the cost be less, the Vendor shall have no claim to the difference. Such purchases will be deducted from order quantity.

12. An order may be canceled at the Vendors expense upon nonperformance. Failure of the Vendor to furnish additional surety within ten (10) days from date of requested shall be sufficient cause for the cancellation of the order.

13. When in the determination of the Director, the articles or equipment delivered fail to meet County specifications or, if in the determination of the Director, the Vendor consistently fails to deliver as ordered, the Director reserves the right, to cancel the order and purchase the balance from other sources at Vendor expense.

14. Delivery must be made as ordered and in accordance with the bid. If delivery instructions do not appear on order. It will be interpreted to mean prompt delivery. The decision of the Director as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the Vendor.

15. The County Agencies will not schedule any deliveries for Saturdays, Sundays or Legal Holiday, except commodities required for daily consumption or where the delivery is an emergency, a replacement, or is overdue, in which event the convenience of the Agency will govern.

16. Supplies shall be securely and properly packed for shipment, according to accepted commercial practice, without extra charge for packing cases, reels, bailing or sacks, the containers to remain the property of the agency unless definitely stated otherwise in the bid.

17. The Vendor shall be responsible for delivery of supplies in good condition at point of destination. The Vendor shall file all claims with carrier for breakage, imperfections and other losses, which will be deducted from invoices. The receiving Agency will note for the benefit of Vendor when packages are not received in good conditions.

18. All supplies which are customarily labeled or identified must have securely affixed thereto the original un-mutilated label or marking of the manufacturer.

19. Billings for deliveries must be rendered on County claim forms.

20. Furniture, machines, and other equipment must be delivered, installed and set in place as directed, ready for use unless otherwise specified.

21. Deliveries are subject to reweighing at destination by the County and payment will be made on the basis of materials delivered. Normal shrinkage will be allowed in such instances where shrinkage is possible. Short weight shall be sufficient cause for cancellation of order at Vendors expense.

22. GUARANTEES BY BIDDER Bidder hereby guarantees: (a) To save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance hereof of which the Bidder is not the Patentee, assignee or licensee, and to defend any action brought against the County in the name of the County and under the direction of the County Attorney at the sole cost of the Bidder or in the sole option of the Director to pay the cost of such defense to the County. (b) His products against defective material or workmanship and to repair any damages or marring occasioned in transit.

(c) To furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the building or equipment, to this own work or the work of other Vendors, or in the opinion of the Director to pay for the same by deductions in payments due under this contract.

(d) To pay for ail permits, licenses and fees and give all notices and comply with all laws ordinances, rules and regulations of the city, village or town in which the installation his to be made, and of the County of Nassau and the State of New York.

(e) To carry proper insurance in the opinion of the Director, and approved by the County Attorney to protect the County from loss in case of accident, fire and theft.

(f) That he will keep himself fully informed, of all municipal ordinances and regulations, state and national laws in any manner affecting the work or goods herein specified, and any extra work contracted for by him, and shall at all times observe and comply with said ordinances, laws and regulations, including all provisions of the Workmen Compensation and Labor Laws, and shall indemnify and save harmless the County of Nassau and the Nassau County Legislature from loss and liability upon any and all Claims on account of any physical injury to persons, including death, or damage to property and from all cost and expenses in suits which may be brought against the same on account of such injuries irrespective of the actual cost of the same and irrespective of whether the same shall have been due to the negligence of the Bidder or his agents.

(g) That the items furnished shall conform to all the provisions of the bid and this warranty shall survive acceptance, or use of any material so furnished.

(h) That all deliveries will not be inferior to the accepted bid sample.

23. LABOR LAWS and ANTIDISCRIMINATION. Upon the vendor acceptance hereof, the vendor agrees to comply with Article IX, Section 2 C of the Constitution of the State of New York, Section 220 220a, 220b, 220d, 220e and 230 of the Labor Law, Section 5 and 12 of the Lien Law, Article 2 of the Uniform Commercial Code, Sections 108 and 109 as well as Article 18 of the General Municipal Law, Section 2218 of the County Government Law of Nassau County. Section 224.2 of the Nassau County Administrative Code, the provisions of the anti-Discrimination Order of Nassau County, and the vendor shall keep himself fully informed of all additional municipal ordinances and regulations, State and National Laws in any manner affecting this order and the goods or services delivered or rendered or to be delivered or rendered there under, and shall at all times observe and comply with said ordinances, laws and regulations at his sole cost and expense.

24. ASSIGNMENT. The contractor is hereby prohibited from assigned, transferring, conveying, subletting or otherwise disposing of this contract or his right, title, or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.

25. The County of Nassau will not be responsible nor liable for any shipment or delivery of any materials, supplies, or equipment without it's express written instructions or valid Purchase Order.

26. No agreements, changes, modifications or alterations shall be deemed effective nor shall the same be binding upon the County unless in writing and signed by the Director, Office of Purchasing or his duly/ designated representative.

Director. Office of Purchasing

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
93972-06195-141

DISCLOSURE STATEMENT

THE NASSAU COUNTY LEGISLATURE REQUIRES THE FOLLOWING INFORMATION PRIOR TO CONSIDERATION FOR AN AWARD.

Bidders Name: Motorola Solutions, Inc.

Address: 123 Tice Blvd, Suite 202, Woodcliff Lake, NJ 07677

Telephone No: 201-949-5503 Fax No: 201-949-5799

1. State Whether: A Corporation X

Individual ______

Partnership ______

GUIDELINES FOR DISCLOSURE

T NASSAU COUNTY LEGISLATURE REQUIRES THE NAMES AND HOME* ADDRESSES OF ALL PRINCIPALS. DISCLOSURE MUST BE PROVIDED AS INDICATED BY TYPE OF OWNERSHIP. (PLEASE LIST ALL REQUIRED INFORMATION ON A SEPARATE SHEET AND ATTACH TO BID.)

1) Sole Proprietorship/Individual. The Name and Home Address of the Sole Proprietorship/Individual.

2) Closely Held Corporation. The Name and Home Addresses of all Shareholders, Officers and Directors.

3) Publicly Traded Corporation. Only the page(s) of the SEC FORM 10-K setting forth the name of all officers and directors. *SEE ATTACHED DOCUMENT *

4) Not for Profit Corporation. The Names and Home Addresses of all members, Officer and Directors.

5) Partnership. The Names and Home Address of all General and Limited Partners.

6) Limited Liability Company. The Names and Home Addresses of all Members.

7) Limited Liability Partnership. The Name and Home Addresses of all Members.

8) Joint Venture. The Names and Home Addresses of all Joint Ventures.

NOTE: IF ANY ENTITY IS TIERED, YOU MUST ALSO LIST ALL INDIVIDUAL PRINCIPALS OF THE TIERED ENTITY.
*IN THE CASE OF PUBLICLY TRADED CORPORATIONS THE SEC FORM 10K SUFFICES AND HOME ADDRESSES ARE NOT NECESSARY.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE ______ **BIDDER** Vice President, Northeast Region **TITLE**

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
93972-06195-141

QUALIFICATION STATEMENT

BIDDER'S NAME: Motorola Solutions, Inc.

ADDRESS: 123 Tice Blvd, Suite 202, Woodcliff Lake, NJ 07677

1. STATE WHETHER: CORPORATION ___X___ INDIVIDUAL ______ PARTNERSHIP ______

2. IF A CORPORATION OR PARTNERSHIP LIST NAME(S) AND ADDRESS(S) OF OFFICER(S) OR MEMBER(S)
   PRESIDENT See attached list of officers and board of directors
   VICE PRESIDENT Motorola will not disclose the personal addresses of its officers and board of directors.
   SECRETARY See also page 29 and 112 of 10-K
   TREASURER

3. HAVE YOU FILED A QUALIFICATION STATEMENT WITH THE COUNTY OF NASSAU? Yes
   IF SO WHEN? Annually

4. HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER YOUR PRESENT NAME? 14 years

5. HAVE YOU, OR YOUR FIRM, EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU?
   IF SO, WHERE AND WHY? No, see clarification statement

6. IN WHAT OTHER LINES OF BUSINESS ARE YOU OR YOUR FIRM INTERESTED?
   Telecommunications, networks

7. WHAT IS THE EXPERIENCE OF THE PRINCIPAL INDIVIDUALS OF YOUR ORGANIZATION RELATING TO THE SUBJECT OF THIS BID?

INDIVIDUALS NAME	PRESENT POSITION	YEARS OF EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CAPACITY

Jesse Olson, FSO manager, 8 years, radio system public safety, tech manager

Americo Otero, Sr tech, 32 years, radio systems public safety, tech

Dave Crescenzo, System manager, 35 years, radio systems public safety, system manager

8. IN WHAT MANNER HAVE YOU INSPECTED THIS PROPOSED WORK? EXPLAIN IN DETAIL
   Motorola technicians maintained the current County system for over 30 years.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE ______________ **BIDDER**

Vice President, Northeast Region
TITLE

9. .HE CONTRACT, IF AWARDED TO YOU OR YOUR FIRM, WILL HAVE THE PERSONAL SUPERVISION OF WHOM? GIVE NAME AND PRESENT POSITION

Dave Crescenzo, System Manager

10. BIDDERS ARE REQUIRED TO COMPLETE THIS FORM PROVIDING THREE (3) REFERENCES OF PAST PERFORMANCE. REFERENCES SHOULD INVOLVE PROJECTS AND/OR SERVICE SITUATIONS OF SIMILAR SIZE AND SCOPE TO THIS BID. REFERENCES MUST HAVE HAD DEALING WITH THE BIDDER WITHIN THE LAST THIRTY-SIX (36) MONTHS. THE COUNTY RESERVES THE RIGHT TO CONTACT ANY OR ALL OF THE REFERENCES SUPPLIED FOR AN EVALUATION OF PAST PERFORMANCE IN ORDER TO ESTABLISH THE RESPONSIBILITY OF THE BIDDER BEFORE THE ACTUAL AWARD OF THE BID AND/OR CONTRACT. COMPLETION OF THE REFERENCE FORM IS REQUIRED.

NASSAU COUNTY (AND ANY OF ITS AGENCIES) MAY BE LISTED AS AN ADDITIONAL REFERENCE, BUT MAY NOT BE SUBSTITUTED FOR ANY OF THE THREE REQUIRED REFERENCES.

1. REFERENCE'S NAME: Massachussets State Police

ADDRESS: 470 Worcester Road, Framingham, MA 01702

TELEPHONE: 617-780-4845 CONTACT PERSON Matt Barstow
CONTRACT DATE: March 2001

2. REFERENCE'S NAME: Connecticut State Police

ADDRESS: 111 Country Club Road, Middletown, CT 07457

TELEPHONE: 860-888-1285 CONTACT PERSON Clayton Northgraves
CONTRACT DATE: January 2000

3. REFERENCE'S NAME: Morris County Department of Public Safety

ADDRESS: P.O. Box 900, Morristown, NJ 07963

TELEPHONE: 973-285-2945 CONTACT PERSON Dennis Snyder
CONTRACT DATE: January 2001

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE ______________ **BIDDER**

Vice President, Northeast Region
TITLE

USE SEPARATE PAGE IF ADDITIONAL SPACE IS NEEDED.

I certify that all the statements contained in this document are true, complete and correct to the best of my knowledge and belief and are made in good faith, including data contained in the Organization's Relevant Experience. A false certification or failure to disclose information shall be grounds for disqualification or termination of any award.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE ______________ **BIDDER**

Vice President, Northeast Region
TITLE

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-K

☒ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the fiscal year ended December 31, 2024
or

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from to
Commission File number 1-7221

MOTOROLA SOLUTIONS, INC.

(Exact name of registrant as specified in its charter)

Delaware	**36-1115800**
(State of Incorporation)	(I.R.S. Employer Identification No.)

500 W. Monroe Street, Chicago, Illinois 60661
(Address of principal executive offices, zip code)
(847) 576-5000
Registrant's telephone number, including area code:

Securities registered pursuant to Section 12(b) of the Act:

Title of Each Class			Trading Symbol(s)	Name of Each Exchange on Which Registered
Common Stock	$0.01	Par Value	MSI	New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☒ No ☐

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934. Yes ☐ No ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer", "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☒ Accelerated filer ☐ Non-accelerated filer ☐ Smaller reporting company ☐ Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. ☒

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements. ☐

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to § 240.10D-1(b). ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

The aggregate market value of voting and non-voting common equity held by non-affiliates of the registrant as of June 28, 2024 (the last business day of the registrant's most recently completed second quarter) was approximately $56.3 billion.

The number of shares of the registrant's Common Stock, $.01 par value per share, outstanding as of February 7, 2025 was 166,936,952.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the registrant's definitive Proxy Statement to be delivered to stockholders in connection with its 2025 Annual Meeting of Shareholders (the "Proxy Statement"), to be filed within 120 days of the end of the fiscal year ended December 31, 2024, are incorporated by reference into Part III of this Annual Report on Form 10-K (this "Form 10-K").

Information about our Executive Officers

The following are the persons who are the executive officers of the Company, their ages, and current titles as of February 14, 2025 and the positions they have held during the last five years with the Company or as otherwise noted:

Gregory Q. Brown; age 64; Chairman and Chief Executive Officer since May 3, 2011.

Katherine Maher, age 42; Corporate Vice President and Chief Accounting Officer since March 14, 2022; Vice President and Corporate Controller from November 2021 to March 2022; Finance Director, North America Credit & Systems Integration, from July 2020 to November 2021; and North America Distribution Finance Director from May 2018 to July 2020.

John P. "Jack" Molloy; age 53; Executive Vice President and Chief Operating Officer since November 18, 2021 and Executive Vice President, Products and Sales from August 2018 to November 2021.

Kathryn Moore; age 52; Senior Vice President, Human Resources since January 1, 2025; Corporate Vice President, Human Resources from February 2022 to December 2024; and Vice President, Human Resources from June 2019 to February 2022.

Rajan S. Naik; age 53; Senior Vice President, Strategy and Ventures, since December 2017.

James A. Niewiara; age 56; Senior Vice President, General Counsel since February 1, 2023; Senior Vice President, Commercial Law, Litigation, Antitrust & Intellectual Property from April 2020 to January 2023; and Corporate Vice President, Lead Counsel, Commercial Law, Litigation & Antitrust from May 2019 to April 2020.

Mahesh Saptharishi; age 47; Executive Vice President and Chief Technology Officer since November 18, 2021; Senior Vice President, Software Enterprise and Mobile Video, and Chief Technology Officer from June 2021 to November 2021; Chief Technology Officer & Senior Vice President, Software Enterprise from April 2021 to June 2021; and Senior Vice President, Chief Technology Officer from February 2019 to April 2021.

Jason J. Winkler; age 50; Executive Vice President and Chief Financial Officer since July 1, 2020 and Senior Vice President, Finance from September 2018 to June 2020.

Cynthia M. Yazdi; age 60; Senior Vice President, Communications & Brand since February 2, 2022; Senior Vice President, Chief of Staff, Communications & Brand and Motorola Solutions Foundation from November 2021 to February 2022; and Senior Vice President, Chief of Staff, Marketing and Communications and Motorola Solutions Foundation from August 2018 to November 2021.

The above executive officers will serve as executive officers of the Company until the regular meeting of the Board of Directors in May 2025 or until their respective successors are elected. There is no family relationship between any of the executive officers listed above.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, Motorola Solutions, Inc. has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

MOTOROLA SOLUTIONS, INC.

By: /S/ GREGORY Q. BROWN

Gregory Q. Brown

Chairman and Chief Executive Officer

February 14, 2025

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of Motorola Solutions, Inc. and in the capacities and on the dates indicated.

Signature	*Title*	*Date*
/S/ GREGORY Q. BROWN Gregory Q. Brown	Chairman and Chief Executive Officer and Director (Principal Executive Officer)	February 14, 2025
/S/ JASON J. WINKLER Jason J. Winkler	Executive Vice President and Chief Financial Officer (Principal Financial Officer)	February 14, 2025
/S/ KATHERINE MAHER Katherine Maher	Corporate Vice President and Chief Accounting Officer (Principal Accounting Officer)	February 14, 2025
/S/ NICOLE ANASENES Nicole Anasenes	Director	February 14, 2025
/S/ KENNETH D. DENMAN Kenneth D. Denman	Director	February 14, 2025
/S/ AYANNA M. HOWARD Ayanna M. Howard	Director	February 14, 2025
/S/ CLAYTON M. JONES Clayton M. Jones	Director	February 14, 2025
/S/ JUDY C. LEWENT Judy C. Lewent	Director	February 14, 2025
/S/ ELIZABETH D. MANN Elizabeth D. Mann	Director	February 14, 2025
/S/ GREGORY K. MONDRE Gregory K. Mondre	Director	February 14, 2025
/S/ JOSEPH M. TUCCI Joseph M. Tucci	Director	February 14, 2025

IRAN DIVESTMENT ACT COMPLIANCE CERTIFICATION

Pursuant to General Municipal Law Section 103-g, which generally prohibits the County from entering into contracts with persons engaged in investment activities in the energy sector of Iran, the Bidder submits the following certification:

PLEASE CHECK ONE:

[X] By submission of this Bid, I certify, and in the case of a joint Bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of my knowledge and belief, that the Bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.

OR *We are not on the list, attached hereto for your reference.

[ ] I am unable to certify that the Bidder does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

Dated: 6.18 25

(Signature of Bidder)

Print Name: Roy Kirchner

Print Title: Vice President, Northeast Region

Office of General Services

ATHY HOCHUL
Governor

JEANETTE M. MOY
Commissioner

Entities determined to be non-responsive bidders/offerers pursuant to The New York State Iran Divestment Act of 2012

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1. Ak Makina, Ltd.
2. Amona
3. Bank Markazi Iran (Central Bank of Iran)
4. Bank Mellat
5. Bank Melli Iran
6. Bank Saderat Iran
7. Bank Sepah
8. Bank Tejarat
9. China Precision Machinery Import-Export Corporation (CPMIEC)
10. ChinaOil (China National United Oil Corporation)
11. China National Offshore Oil Corporation (CNOOC)
12. China National Petroleum Corporation (CNPC)

. Indian Oil Corporation

14. Kingdream PLC
15. Naftiran Intertrade Co. (NICO)
16. National Iranian Tanker Co. (NITC)
17. Oil and Natural Gas Corporation (ONGC)
18. Oil India, Ltd.
19. Persia International Bank
20. Petroleos de Venezuela (PDVSA Petróleo, SA)
21. PetroChina Co., Ltd.
22. Petronet LNG, Ltd.
23. Sameh Afzar Tajak Co. (SATCO)
24. Shandong FIN CNC Machine Co., Ltd.
25. Sinohydro Co., Ltd.
26. Sinopec Corp. (China Petroleum & Chemical Corporation)
27. SKS Ventures
28. SK Energy Co., Ltd.
29. Som Petrol AS
30. Zhuhai Zhenrong Co.

List Date: April 15, 2025

For more information you may call: (518) 474-5988 or email: NYSIranDivestmentAct@ogs.ny.gov

Appendix EE

EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined by such title and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make Best Efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, including the granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and C ctor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation..

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate , or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefore or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in Best Efforts with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of M ity Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or si j. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

1) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
2) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
3) All Participating Employees have completed the acknowledgement required by the Vendor Code of Ethics;
4) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent under this Agreement;
5) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgements as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgements for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and
6) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work under this Agreement.

INDEMNIFICATION:

Contractor agrees to indemnify and hold harmless County and its agents, officers and employees, from and against any and all losses, costs, expenses (including attorneys' fees and disbursements), damages and liabilities, arising out of or in connection with any acts or omissions of Contractor, its officers, agents or employees, provided, however, that Contractor shall not be responsible for that portion, if any, of a loss that is caused by the negligence of the County; and provided, further, that Contractor shall not be liable for consequential, indirect or special damages. Contractor shall, at County's demand and at County's direction, defend at its own risk and expense any and all suits, actions or legal proceedings which may be brought against County, its agents, officers or employees in connection with a loss for which Contractor is responsible under this paragraph.

DEFINITIONS:

- The term "County" as used herein, shall be deemed as reference to the County of Nassau, State of New York.
- The term "Contractor" as used herein, shall be deemed as reference to the successful bidder, vendor, proprietor, partnership, or corporation receiving an award to perform any or all of the services specified herein in accordance with the terms of this agreement.
- The term "agency" as used herein, shall be deemed as the department, division, bureau, office, agency or other Nassau County establishment authorized to receive the service specified herein.
- The term "Director" as used herein, shall be deemed as reference to the Director of the Office of Purchasing.
- The term "Blanket Order" as used herein, shall be deemed as the multiple use pricing agreement as a result of this bid.
- The term "Purchase Order" as used herein, shall be deemed as the single use pricing agreement as a result of this bid.
- The term "complete" as written in this bid must include all equipment, delivery and installation of same in its entirety, as listed in the contract documents, and is to include all supervision, labor, materials, plant equipment, transportation, testing, (if required) incidentals, and other facilities as necessary and/or required to execute all the work as herein specified, or as incidentally required to provide a complete operating installation.

N : INSERT FEDERAL IDENTIFICATION NUMBER IN SPACE PROVIDED ON PAGE 1.

M/WBE, SDVOB and DBE Participation: The County encourages the participation of certified Service-Disabled Veteran-Owned Businesses ("SDVOB"), Minority or Women-Owned Business Enterprises ("M/WBE"), and Disadvantaged Business Enterprises ("DBE") in the bidding process. A Contractor that is certified by New York State or the County as a SDVOB, M/WBE, and/or DBE should include this information in their bid. For more information regarding the County's SDVOB, M/WBE, or DBE programs, please visit the Nassau County Office of Minority Affairs website

IMPORTANT

PRICE MUST BE INSERTED WITH TYPEWRITER OR INK. BIDS MUST BE SIGNED IN INK. TO ASSURE OFFER REACHING IN TIME, **YOU ARE URGED TO MAIL YOUR FORMAL SEALED BID EARLY**. **THIS FORMAL SEALED BID MUST REACH OUR OFFICE BY 11:00 A.M**. LATE FORMAL SEALED BIDS WILL NOT BE ACCEPTED.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _______________ **BIDDER** Vice President, Northeast Region **TITLE**

IS A MINDSET

At Motorola Solutions, inclusion is a mindset, and diversity is an outcome. Inclusion is a core company value and we know it is an innovation-driver that helps us deliver the technology our customers depend on and embrace the belief that our differences make us a stronger team. We have 18,000 employees in over 60 countries and 100,000 customers in over 100 countries. We pride ourselves on a diverse culture that allows our employees to bring their authentic selves to work and enables us to drive results.

SUPPLIER DIVERSITY INTRODUCES CREATIVITY AND INNOVATION

Beyond compliance, we recognize that a business supplier base introduces agility, creativity and innovation into the technology and solutions we deliver to our customers around the world. Our Global Supplier Diversity Statement establishes the commitment behind our actions to proactively identify inclusive businesses whose contribution will create value to our business and drive economic impact within the communities we serve.

"As a global company, we not only embrace and value diverse individuals, opinions, cultures and abilities, but we also actively seek them. It is the unique perspectives and experiences of our employees that enable Motorola to pioneer so many innovative products and technologies." – Greg Brown, Chairman and CEO

"The value of having an inclusive supply chain has become increasingly important for Motorola Solutions as we continue to expand our global diversity and inclusion footprint. As advocates for business diversity, our Supplier Diversity organization is laser-focused on our commitment to ethical best practices that maximize inclusive opportunities for suppliers." - Tiffany Blocker, Global Head of Supplier Diversity

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MOTOROLA SOLUTIONS' COMMITMENT TO AN INCLUSIVE SUPPLY CHAIN

Global Supplier Diversity Policy

Our commitment to providing economic opportunities to our business suppliers, remains steadfast. By leveraging our buying power intentionally and inclusively, we drive competitive advantage for our business, promote positive economic growth in the communities we serve and remain committed to our overall responsibility as a global corporate citizen. Supplier diversity is an extension of our business strategy to drive diversity, equity, and inclusion, economic impact in the communities we serve and alignment with our mission of corporate responsibility.

Seeking Diverse Suppliers

Our commitment is to maximize the participation of our business suppliers through a transparent and inclusive selection process. We have key strategies in play, such as supplier outreach and inclusive-centric corporate memberships, to demonstrate our best-faith effort for intentionally utilizing qualified suppliers that are not only certified as small but also those business suppliers owned by Minorities, Indigenous People, Veterans, Women, LGBTQ+, and/or People with Disabilities.

We aim to reach our goal by:

- **Active participation** - intentionally and continually expanding our network of business suppliers through aggressive outreach activities
- **Training and Education** – helping to ensure that associates in decision-making positions throughout our organization understand Motorola Solutions supplier diversity principles and commitment.
- **Second Tier Program** – working with MSI prime suppliers to achieve supplier diversity at multi-tiered levels within our value chain.

RESPONSIBILITIES

Motorola's Supplier Diversity organization is responsible for leading and providing assistance for activities related to the identification and utilization of business suppliers, disseminating information on available business opportunities, and ensuring that such businesses are provided an equal opportunity to bid on goods or services purchased or contracted. We will exercise good faith efforts on our goals and our commitments to our customers.

QUALIFYING DIVERSE AND SMALL SUPPLIERS

To be categorized as a Diverse Supplier, a business must be at least 51% owned, controlled, and operated by member(s) from one of the following groups (subject to local requirements):

- Disabled-Owned Business Enterprise (DOBE)
- LGBT-Owned Business Enterprise (LGBTBE)
- Minority-Owned Business enterprise (MBE): African American/Black, Hispanic/Latinx, Native American, Asian descent, and/or Aboriginal
- Veteran-Owned Business Enterprise (VOBE)
- Women-Owned Business Enterprise (WBE)
- Indigenous People

Small Suppliers must meet business size criteria established by their country standards. In the US, these are established by the Small Business Administration

PARTNERSHIPS

Motorola Solutions is a proud partner of the following organizations in support of our supplier diversity efforts:

- National Gay and Lesbian Chamber of Commerce – Founding Corporate Partner (NGLCC)
- Disability:In
- Minority Supplier Development Council United Kingdom (MSDUK)

CONTACT INFORMATION

Motorola Solutions Supplier Diversity Team
supplier.diversity@motorolasolutions.com

REQUIRED VENDOR DISCLOSURE FORMS

Prior to the bid opening, the following disclosure forms (the "Disclosure Forms") must be submitted in the Nassau County Vendor Portal at

https://apex5.nassaucountyny.gov/ords/f?p=312:LOGIN_DESKTOP:3445712403627:

a. A duly completed and verified Business History Form, together with a current certified or verified financial statement and/or other commercially reliable written evidence of the bidder's credit, financial standing and capacity to perform in accordance with the terms of the Contract.

b. All officers, and any individuals who hold a ten percent (10%) or greater ownership interest in the bidder, shall complete and verify the Principal Questionnaire.

c. The County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form

d. Additionally, if the bidder utilizes the services of any individual or organization for the purposes of conducting lobbying activities and is awarded the contract, the successful proposer will be required to provide a copy of the Lobbyist Registration and Disclosure Form, completed and verified by that individual/organization.

PLEASE NOTE:

- If a bidder has previously submitted the Disclosure Forms in the Nassau County Vendor Portal, the bidder must ensure that the forms on file in the Portal are current, accurate, and have been recertified within three (3) months prior to the bid opening date. The bidder must also ensure that their response to question 7, and its subparts, on the Consultant's, Contractor's, and Vendor's Disclosure Form is provided in relation to the specific solicitation under consideration.

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 04/15/2025

1) Proposer's Legal Name: Motorola Solutions INC

2) Address of Place of Business: 123 Tice BLVD, Suite 202

City: woodcliff lake State/Province/Territory: NJ Zip/Postal Code: 07677

Country: US

3) Mailing Address (if different): 123 Tice BLVD

City: woodcliff lake State/Province/Territory: NJ Zip/Postal Code: 07677

Country: US

Phone: (212) 629-1794

Does the business own or rent its facilities? Both If other, please provide details:

Dun and Bradstreet number: 00-132-5463

Federal I.D. Number: 36-1115800

The proposer is a: Corporation (Describe)

Does this business share office space, staff, or equipment expenses with any other business?
YES [ ] NO [X] If yes, please provide details:

Does this business control one or more other businesses?
YES [ ] NO [X] If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES [ ] NO [X] If yes, please provide details:

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES [ ] NO [X] If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt?
YES [ ] NO [X] If yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17 Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflicts exist

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflicts exist

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflicts exist

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

Motorola Solution's Inc's employees are accountable for compliance with Motorola's Code of Business Conduct, which includes a conflict of interest section available upon request.

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?
YES [X] NO [ ]

Is the proposer an individual?

YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

01/04/2011

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

See 10-K

iii) Name, address and position of all officers and directors of the company. If none, explain.

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iv) State of incorporation (if applicable);

DE

v) The number of employees in the firm;

21000

vi) Annual revenue of firm;

10000000000

vii) Summary of relevant accomplishments

See 10-k

viii) Copies of all state and local licenses and permits.

Indicate number of years in business.

14

Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

see 10-k

Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company	Massachusetts State Police		
Contact Person	Matt Barstow		
Address	470 Worcester Road		
City	Framingham	State/Province/Territory	MA
Country	US		
Telephone	(617) 780-4845		
Fax #			
E-Mail Address	matthew.barstow@massmail.state.ma.us		

Company	Connecticut State Police

Contact Person	Clayton Northgraves		
Address	111 Country Club Road		
City	Middletown	State/Province/Territory	CT
Country	US		
Telephone	(860) 888-1285		
Fax #			
E-Mail Address	clayton.northgraves@ct.gov		

Company	Morris County DPS		
Contact Person	Dennis Snyder		
Address	PO BOC 900		
City	Morristown	State/Province/Territory	NJ
Country	US		
Telephone	(973) 285-2945		
Fax #			
E-Mail Address	dsnyder@co.morris.nj.us		

I, Matt Tannenbaum, hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, /att Tannenbaum, hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of submitting business: Motorola Solutions Inc

Electronically signed and certified at the date and time indicated by:
Matt Tannenbaum MATT.TANNENBAUM@MOTOROLASOLUTIONS.COM

Account Exec
Title

)4/15/2025 11:05:32 am
)a

Business History Form

A. The Proposer, Motorola Solutions, Inc., is not an individual for purposes of completing the Business History Form and supplements its prior response with the following information:

i.) Date of Formation:

Galvin Manufacturing Corporation was incorporated on September 25, 1928 as an Illinois corporation. Its name was changed to Motorola, Inc. on May 15, 1947. On May 18, 1973, it was merged into its wholly-owned subsidiary, Motorola Delaware, Inc., a Delaware corporation, with the latter corporation being the surviving corporation. The name of Motorola Delaware, Inc. was changed to Motorola, Inc. on May 18, 1973. Motorola Delaware, Inc. was incorporated in Delaware on March 9, 1973. Name changed to Motorola Solutions, Inc. effective January 4, 2011.

ii.) Name, addresses and position of all persons having a financial interest in the company, including shareholders, members, general or limited partnership.

Motorola Solutions, Inc. ("Motorola") is a publicly traded corporation (NYSE Symbol "MSI") with hundreds of thousands of shareholders and, as such Motorola is unable to provide specific information on all owners nor does Motorola make any representations or certifications on behalf of its shareholders.

iii.) Name, address and position of all Officers and Directors of the Company:

See attached document for the list of Officers and Directors of Motorola Solutions, Inc. and their respective titles. Motorola does not provide the addresses of its Officers and Directors as that information is considered Personally Identifiable Information. Company HQ address: Motorola Solutions, Inc., 500 West Monroe, Chicago, Illinois USA

iv.) State of Incorporate (if applicable): Delaware

v.) The number of employees in the firm: 17,000 Globally

vi.) Annual revenue of firm:

Revenue and other financial information can be found in its 10K at the link provided. Motorola will provide an entire copy of the 10k upon request.

https://www.sec.gov/Archives/edgar/data/68505/000006850519000006/msi201810-k.htm.

vii.) Summary of Accomplishments:

Motorola Solutions is a global leader in mission-critical communications. Our technology platforms in communications, command center software, video security & analytics, and managed & support services make cities safer and help communities and businesses thrive. Motorola Solutions has been a trusted partner in Nassau County for over 30 years. Under the previous maintenance contract, Motorola Solutions supports all communications for the Nassau County Police Department. Motorola Solutions has successfully implemented projects for Nassua County in excess of 50M. Copies of all state and local licenses and permits: see attached.

B. Indicate number of years in business.

91 years (since date of formation).

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services:

Motorola provides maintenance and support services for over 10,000 radio systems world-wide.

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Motorola Solutions Inc

Address: 123 Tice BLVD

City: woodcliff lake State/Province/Territory: NJ Zip/Postal Code: 07677

Country: US

2. Entity's Vendor Identification Number: 36-1115800

3. Type of Business: Public Corp (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

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. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list ıe individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing is section.
none, explain.

tached List

.ist all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach :parate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such losure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the 'ormance of the contract.

attached

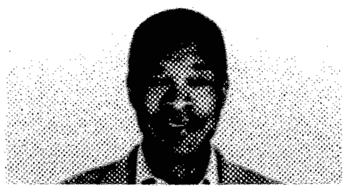
:(s) uploaded: MSI subs.JPG

: all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." erm "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or e a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, ng but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but ar

EXECUTIVE COMMITTEE | BOARD OF DIRECTORS

Gregory Q. Brown

Chairman and Chief Executive Officer, Motorola Solutions, Inc.

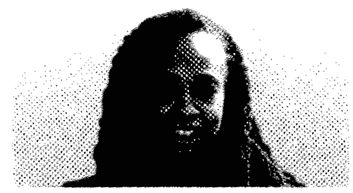


Kenneth D. Denman

Lead Independent Director of the Board, Motorola Solutions, Inc. and Managing Director, Sway Ventures

Nicole Anasenes

Former Chief Financial Officer and Senior Vice President, Finance, ANSYS



Dr. Ayanna Howard

Dean of the College of Engineering, The Ohio State University

Clayton M. Jones

Former Chairman, Chief Executive Officer and President, Rockwell Collins

Judy C. Lewent

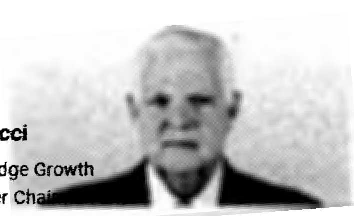
Former Executive Vice President & Chief Financial Officer, Merck & Co.

Elizabeth Mann

Executive Vice President and Chief Financial Officer of Verisk

Gregory K. Mondre

Co-CEO and Managing Partner, Silver Lake



Joseph M. Tucci

Chairman of Bridge Growth Partners. Former Chai
Chief Executive Officer, EMC Corporation

Information about our Executive Officers

The following are the persons who are the executive officers of the Company, their ages, and current titles as of February 14, 2025 and the positions they have held during the last five years with the Company or as otherwise noted:

Gregory Q. Brown; age 64; Chairman and Chief Executive Officer since May 3, 2011.

Katherine Maher, age 42; Corporate Vice President and Chief Accounting Officer since March 14, 2022; Vice President and Corporate Controller from November 2021 to March 2022; Finance Director, North America Credit & Systems Integration, from July 2020 to November 2021; and North America Distribution Finance Director from May 2018 to July 2020.

John P. "Jack" Molloy; age 53; Executive Vice President and Chief Operating Officer since November 18, 2021 and Executive Vice President, Products and Sales from August 2018 to November 2021.

Kathryn Moore; age 52; Senior Vice President, Human Resources since January 1, 2025; Corporate Vice President, Human Resources from February 2022 to December 2024; and Vice President, Human Resources from June 2019 to February 2022.

Rajan S. Naik; age 53; Senior Vice President, Strategy and Ventures, since December 2017.

James A. Niewiara; age 56; Senior Vice President, General Counsel since February 1, 2023; Senior Vice President, Commercial Law, Litigation, Antitrust & Intellectual Property from April 2020 to January 2023; and Corporate Vice President, Lead Counsel, Commercial Law, Litigation & Antitrust from May 2019 to April 2020.

Mahesh Saptharishi; age 47; Executive Vice President and Chief Technology Officer since November 18, 2021; Senior Vice President, Software Enterprise and Mobile Video, and Chief Technology Officer from June 2021 to November 2021; Chief Technology Officer & Senior Vice President, Software Enterprise from April 2021 to June 2021; and Senior Vice President, Chief Technology Officer from February 2019 to April 2021.

Jason J. Winkler; age 50; Executive Vice President and Chief Financial Officer since July 1, 2020 and Senior Vice President, Finance from September 2018 to June 2020.

Cynthia M. Yazdi; age 60; Senior Vice President, Communications & Brand since February 2, 2022; Senior Vice President, Chief of Staff, Communications & Brand and Motorola Solutions Foundation from November 2021 to February 2022; and Senior Vice President, Chief of Staff, Marketing and Communications and Motorola Solutions Foundation from August 2018 to November 2021.

The above executive officers will serve as executive officers of the Company until the regular meeting of the Board of Directors in May 2025 or until their respective successors are elected. There is no family relationship between any of the executive officers listed above.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, Motorola Solutions, Inc. has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

MOTOROLA SOLUTIONS, INC.

By: /S/ GREGORY Q. BROWN

Gregory Q. Brown

Chairman and Chief Executive Officer

February 14, 2025

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of Motorola Solutions, Inc. and in the capacities and on the dates indicated.

Signature	***Title***	***Date***
/S/ GREGORY Q. BROWN Gregory Q. Brown	Chairman and Chief Executive Officer and Director (Principal Executive Officer)	February 14, 2025
/S/ JASON J. WINKLER Jason J. Winkler	Executive Vice President and Chief Financial Officer (Principal Financial Officer)	February 14, 2025
/S/ KATHERINE MAHER Katherine Maher	Corporate Vice President and Chief Accounting Officer (Principal Accounting Officer)	February 14, 2025
/S/ NICOLE ANASENES Nicole Anasenes	Director	February 14, 2025
/S/ KENNETH D. DENMAN Kenneth D. Denman	Director	February 14, 2025
/S/ AYANNA M. HOWARD Ayanna M. Howard	Director	February 14, 2025
/S/ CLAYTON M. JONES Clayton M. Jones	Director	February 14, 2025
/S/ JUDY C. LEWENT Judy C. Lewent	Director	February 14, 2025
/S/ ELIZABETH D. MANN Elizabeth D. Mann	Director	February 14, 2025
/S/ GREGORY K. MONDRE Gregory K. Mondre	Director	February 14, 2025
/S/ JOSEPH M. TUCCI Joseph M. Tucci	Director	February 14, 2025

LISTING OF MAJOR SUBSIDIARIES
2/5/2024

EXHIBIT 21

Motorola Solutions Australia Pty. Limited	Australia
Motorola Solutions Connectivity, Inc.	California, U.S.
Avigilon Corporation	Canada
Motorola Solutions Canada Inc.	Canada
Quorum II S.A.	Chile
Advance Convergence Group, Inc.	Delaware, U.S.
Avigilon USA Corporation	Delaware, U.S.
AVO USA Holding 2 Corporation	Delaware, U.S.
Envysion, Inc.	Delaware, U.S.
Kodiak Networks, Inc.	Delaware, U.S.
Motorola International Network Ventures, Inc.	Delaware, U.S.
Motorola Solutions Credit Company LLC	Delaware, U.S.
Motorola Solutions Funding Corporation	Delaware, U.S.
Motorola Solutions Video Manufacturing, Inc.	Delaware, U.S.
Network Ventures I, Inc.	Delaware, U.S.
Openpath Security Inc.	Delaware, U.S.
Pelco, Inc.	Delaware, U.S.
Rave Wireless, Inc.	Delaware, U.S.
VaaS International Holdings, Inc.	Delaware, U.S.
Vigilant Solutions, LLC	Delaware, U.S.
WatchGuard Video, Inc.	Delaware, U.S.
Airwave Solutions International Limited	England and Wales
Airwave Solutions Limited	England and Wales
Ava Security Limited	England and Wales
Guardian Digital Communications Limited	England and Wales
Motorola Solutions International Holding Limited	England and Wales
Motorola Solutions UK Acquisition Company Limited	England and Wales
Motorola Solutions UK Holding One Limited	England and Wales

Motorola Solutions UK Limited	England and Wales
Motorola Solutions UK One LP	England and Wales
Airwave Solutions Deutschland GmbH	Germany
Motorola Solutions Germany GmbH	Germany
MVConnect, Inc.	Illinois, U.S.
Tetra Ireland Communications Limited	Ireland
Motorola Solutions Israel Limited	Israel
Motorola Solutions Japan Limited	Japan
Motorola Solutions Malaysia Sdn Bhd	Malaysia
IPVideo Corporation	New York, U.S.
Avtec, LLC	South Carolina, U.S.
Twisted Pair Solutions, Inc.	Washington, U.S.

not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?
YES [ ] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):

none

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

none

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

none

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:
Matt Tannenbaum [MATT.TANNENBAUM@MOTOROLASOLUTIONS.COM]

Dated: 04/15/2025 10:46:38 am

Title: AE

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

PRINCIPAL QUESTIONNAIRE FORM

A‹ ‹ uestions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or g‹ ‹er ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: *NA-See statement below question 13 on page 4 of 5.
Date of birth: ______
Home address: ______
City: ______ State/Province/ Territory: ______ Zip/Postal Code: ______
Country: ______

Business Address: ______
City: ______ State/Province/ Territory: ______ Zip/Postal Code: ______
Country ______
Telephone: ______

Other present address(es): ______
City: ______ State/Province/ Territory: ______ Zip/Postal Code: ______
Country: ______
Telephone: ______

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

Type ______
Description ______
Start Date ______

3. Do you have an equity interest in the business submitting the questionnaire?
YES [ ] NO [] If Yes, provide details.

 Rev. 3-2016

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?YES [ ] NO [] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [] NO [ ] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?YES [ ] NO [] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?YES [ ] NO [] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such

business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?YES [ ] NO [] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?YES [ ] NO [] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [] If yes, provide an explanation of the circumstances and corrective action taken.

***N/A--Instructions specifically state "All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer". Motorola clarifies that its 10%+ shareholders do not include officers or individuals (the only two are Vanguard, an investment advisor company, and BlackRock, a global investment management company).**

I, matt Tannenbaum , hereby acknowledge that a materially false statement w...ully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any a... ated entities non-responsible, and, in addition, may subject me to criminal charges.

I, matt Tannenbaum , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Motorola Solutions Inc
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Matt Tannenbaum MATT.TANNENBAUM@MOTOROLASOLUTIONS.COM

Account Exec
Title

05/01/2025 08:53:56 am
Date

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES [ ] NO [X] If yes, to what campaign committee?

Electronically signed and certified at the date and time indicated by:
Matt Tannenbaum [MATT.TANNENBAUM@MOTOROLASOLUTIONS.COM]

Dated: 04/11/2025 11:54:18 am

Vendor: Motorola Solutions Inc

Title: AE

REQUESTS FOR INFORMATION OR CLARIFICATION

Before bidding, bidders must examine all of the Contract documents, including the specifications, any drawings, and all instructions. If the bidder finds any inconsistency, ambiguity, omission or error in the specifications, drawings, instructions or any other Contract
document, or if the bidder is in doubt as to the meaning of any term or condition of the Contract, the bidder must promptly so notify the **Office of Purchasing** in writing prior to the bid opening. The failure of the bidder to notify the **Office of Purchasing**, prior to the bid opening of any inconsistency, ambiguity, omission or error that the bidder actually found, or that should have been discovered by a reasonably prudent bidder, will preclude and negate acceptance of the bidder's claim.

If the **Office of Purchasing** receives a notification from a bidder of a differing site condition or an inconsistency, ambiguity, omission or error in the Contract documents, the **Office of Purchasing** will, as it deems necessary or desirable, issue a written interpretation or correction to the Contract documents as an amendment to the Contract documents. Any such amendment will be made available electronically to each person that received a copy of the Contract documents as reflected in the records of the **Office of Purchasing** , and any such amendment will also be available at the place where the Contract documents are available for inspection by prospective bidders.

Upon such mailing or delivery, such amendment shall become part of the Contract documents and shall be binding on all bidders, whether or not they have had actual notice of such addendum.

Please note that all bidder requests for information or clarification must be received by the Authority at least 72 hours prior to the bid opening. Any bidder requests for information or issues with the contract documents presented after that time may not be addressed by the Office of Purchasing.

Ordinance # 153-2018

Pursuant to Ordinance # 153-2018, a bidder that is awarded a contract under this bid is required to pay the County an administrative service charge in accordance with the following schedule:

Value of Contract	Administrative Fee
$0-$10,000	$0
Over $10,000-$50,000	$160
Over $50,000-$100,000	$266
Over $100,000	$533

After an award, the successful bidder(s) will be notified by the Director of Shared Services, or their designee, when payment of the administrative charge is due. Please note, if you are a religious, charitable, nonprofit, or not-for-profit organization, please include this information in your bid for consideration by the Director of the Shared Services to waive the fee.

Ordinance # 72-2014

The bidder declares that they are a registered vendor with the County. All registered vendors must pay a Two Hundred Seventy-Five Dollar ($275.00) per contract fee to register Blanket contracts on the County's procurement website, as required under Ordinance # 72-2014.

INTENT

SCOPE: It is the INTENT of the County of Nassau to properly describe by these specifications, terms and conditions an adequate method of providing **two-way radio maintenance and repair** for the agency or agencies named herein in order that they may enjoy uninterrupted service in consideration for payment of the price bid.

PURPOSE: The purpose of this bid is to establish a price structure on which items and/or services listed herein will be made under Blanket orders.

PERIOD COVERED: Shall be for one (1) year from the effective date. The County of Nassau reserves the right to extend the Blanket Order up to an additional four (4) year(s), at up to one (1) year options. However, the termination of the Blanket Order may be further extended up to two (2) months beyond the stated termination date. The maximum period of any Blanket Order as a result of this bid with renewal options applied shall be five (5) year(s), and if the further extension is applied, five (5) years and two (2) months.

ALL EXTENSIONS ARE SUBJECT UPON THE MUTUAL CONSENT OF BOTH PARTIES.

FIRM PRICES Price shall remain firm for the first year of the Blanket Purchase Order and no upward escalation will be permitted. Thereafter, increases in labor and/or material(s) costs may be considered provided they are based on certified labor contracts, uncontrollable materials costs which can be verified in national publications or other increases auditable by the County of Nassau. The burden of proof for such increases shall be upon the Contractor and shall be formally directed to the Director of Purchasing. The decision as to whether or not such increases will be granted shall be made by the Director of Purchasing and shall be final. In the event an increase in not granted when requested, the Contractor may elect to continue at the bid prices or given written notice of termination, upon receipt of which the Blanket Purchase Order will be re-bid.

A RD: Award, if any, will be made to the lowest responsible bidder, who in the opinion of the Director of Purchasing, meets the specifications and qualifications stated herein. The Director of Purchasing reserves the right to make an award be items, groups, or classes of items or as a whole. Awards will be made in accordance with the terms and conditions attached hereto and made part hereof.

DELIVERY: Bidders are required to state guaranteed delivery date in terms of days after receipt of order in the space provided below and on page one. Bidders are cautioned to post realistic delivery dates. Guaranteed delivery dates will be strictly enforced. Must be made within 15 days A/R/O unless stated otherwise below:

Delivery to be made 1 (One) **Days A/R/O.**

Delivery shall be made **ONLY** upon receipt of a Purchase Order, or in the case of a Blanket Order, upon receipt of a Direct Purchase Order(s) from a using agency authorized to use the Blanket Order which will be issued to the successful bidder. Purchase Order and Direct Purchase Order shall indicate the destination address. Inside delivery is required on all deliveries. Bidders agree that all orders shall be effective and binding upon the contractor when PLACED IN THE MAIL addressed to the Contractor at the address shown on the Blanket Order/Purchase Order PRIOR TO MIDNIGHT OF THE FINAL DAY OF CONTRACT.

INSPECTION: Bidders should be aware of Inspection and Delivery requirements as stipulated.

BILLING: Shall be made on County claim forms or Certified Invoices to the individual using County Agency upon completion of deliveries made against applicable Purchase Order(s) or Direct Purchase Order(s).

NO PARTIAL PAYMENTS WILL BE PAID.

********************VENDOR CLAIM CERTIFICATION********************

IF .AIM VOUCHER IS NOT BEING SUBMITTED, THE FOLLOWING CERTIFICATION **MUST** APPEAR ON THE INVOICE:

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE ______ **BIDDER** Vice President, Northeast Region **TITLE**

I :BY CERTIFY THAT ALL ITEMS OR SERVICES WERE DELIVERED OR RENDERED AS SET FORTH IN THIS CLAIM; THAT THE PRICES CHARGED ARE IN ACCORDANCE WITH REFERENCED PURCHASE ORDER, DIRECT PURCHASE ORDER OR CONTRACT, THAT THE CLAIM IS JUST, TRUE AND CORRECT; THAT THE BALANCE STATED HEREIN IS ACTUALLY DUE AND OWING AND HAS NOT BEEN PREVIOUSLY CLAIMED; THAT NO TAXES FROM WHICH THE COUNTY IS EXEMPT ARE INCLUDED; AND THAT ANY AMOUNTS CLAIMED FOR DISBURSEMENTS HAVE ACTUALLY AND NECESSARILY BEEN MADE.

CLAIMANT NAME　　　　DATE

BY (SIGNATURE)　　　　TITLE

*CLAIM VOUCHERS AND CERTIFIED INVOICES NOT PROPERLY COMPLETED WILL BE RETURNED TO YOU UNPAID**

Vendors may download claim form NIFS560 at the following URL:

http://www.nassaucountyny.gov/agencies/Comptroller/Docs/PDF/ClaimVoucherFormBlank.pdf

PAYMENT: A certified invoice, or a County claim form to which the invoice is attached, shall be submitted in arrears, directly to the using agency, supported by vouchers signed by agency personnel attesting to satisfactory completion of the required services as specified.

******************************VENDOR CLAIM CERTIFICATION***********************

If a claim voucher is not being submitted, the following certification MUST appear on the invoice:

I hereby certify that all items or services were delivered or rendered as set forth in this claim; that the prices ch ged are in accordance with referenced purchase order, delivery order or contract, that the claim is just, tr and correct; that the balance stated herein is actually due and owing and has not been previously claimed; that no taxes from which the County is exempt are included; and that any amounts claimed for disbursements have actually and necessarily been made.

Claimant Name　　　　**Date**

By Signature　　　　**Title**

CLAIM VOUCHERS AND CERTIFIED INVOICES NOT PROPERLY COMPLETED WILL BE RETURNED TO YOU UNPAID.

Vendors may download claim form NIFS560 at the following URL:

http://www.nassaucountyny.gov/agencies/Comptroller/Docs/PDF/ClaimVoucherFormBlank.pdf

RETENTION OF BID: Vendor is required to make a copy of his completed bid document and applicable attachments. Any purchase orders issued against this bid will refer to the bid and attachments to designate items awarded.

METHOD OF BIDDING: Please submit unit price in the appropriate column.

PRICE DISCREPANCY: In the event of a discrepancy between the unit price and the extension price, the unit price will govern.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE ________ **BIDDER**　　　　Vice President, Northeast Region **TITLE**

WARRANTY: The successful bidder warrants the equipment furnished and all associated equipment against any defects in design, workmanship and materials against failure to operate satisfactorily for one (1) year from the date of acceptance by the using department and/or agency of the equipment, other than defects or failure shown by the Contractor that have arisen solely from accident or abuse occurring after delivery to the Nassau County agency. Contractor agrees to replace any parts, which in the opinion of the user, shall fail from the above reasons.

IMPORTANT NOTES: If a company policy or trade practice requires a different warranty period, the bidder may so state without fear of disqualifications. However, the bidder is cautioned that the length of warranty may, in some cases, be a deciding factor in making an award.

Equipment furnished hereunder shall meet the standards set forth in the Occupational Safety and Health Act of 1970.

BIDDER SHALL STATE WARRANTY
PERIOD:____

NOTE: All warranties take effect only upon written acceptance of equipment by using agency and shall run full term from that point.

BIDDER SHALL INDICATE COST AND TERM OF ANY EXTENDED WARRANTY OPTION, IF AVAILABLE:

____

____

____

TAX PROVISION: Purchases made by the County of Nassau are not subject to State, Local Sales Taxes or Federal Excise Taxes. Federal Exemption #A-109538 State Exemption #EX 7213062C. The County of Nassau is not subject to any Existing "Fair Trade Agreements" and bidders should be governed accordingly.

REDUCTION IN PRICES: If an award is made, the Contractor agrees, should prices be reduced to the general trade during the requirement period, the County shall receive the benefit of such reduction immediately upon effect. It shall be incumbent upon the Contractor to notify the Purchasing Department of such price reductions.

PRICE PROTECTION: Bidders are required to state period of price protection (in terms of days) after the bid opening.

STATE PRICE PROTECTION PERIOD: ____________________ DAYS AFTER BID OPENING

EXTENSION OF PRICE: It is anticipated that additional quantities of items specified herein may be required in the ensuing year. According, the County of Nassau requests that the prices bid be protected and be available to the County of Nassau for one (1) year from the date of the award. Economic conditions may not permit the price protection for an entire year. Bidders are requested to state the period for which bid prices will be applicable to potential additional orders.
_____120_____ days.

SPECIFICATIONS: Submit complete specifications and illustrations of products offered with the bid. Acceptance of a bid and designation of a manufacturer's catalog description, brand name or number in any Purchase or Blanket Order resulting there-from shall not be construed as qualification of the specifications of this bid or relief there-from, except as specifically stated in the Purchase or Blanket Order.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE ____________________ Vice President, Northeast Region
BIDDER **TITLE**

PRODUCT IDENTIFICATION: If a product(s) is identified by a BRAND NAME, a substitute of equal quality, construction, fi , composition, size, workmanship and performance characteristics may be acceptable. In submitting a bid, each bidder warrants that the substitute product being offered is an equal. Bid sheets shall be so noted of the manufacturer's name and brand of the product offered as an equal. If as a result of an award, a delivery is made of a brand or product represented as an equal which is subsequently deemed to be unacceptable, the Contractor shall be required, at his expense, to pick up the rejected item and replace it with brand(s) listed in this bid, or an acceptable equal which will have the approval of the Director.

PROTECTION FROM CLAIM AGAINST "OR EQUAL": In the event of any claim by any unsuccessful bidder concerning or relating to the issue of "equal or better" or "or equal", the successful bidder agrees, at his own cost and expense, to defend such claims or claims and agrees to hold the County of Nassau free and harmless from any and all claims for loss or damage arising out of this transaction for any reason whatsoever.

EQUIVALENT BIDS: Bidders may offer a product of the same capability, but of different manufacture and model than that specified in this bid. The use of the name of a manufacturer, brand, make or catalog designation is specifying items described herein does not restrict or preclude bidders from offering equivalent or better product bids. Such a designation is used only to indicate the character, quality and minimum performance desired. Equal or better product bids are permissible. A bidder submitting an equal or better product shall, at his own cost and expense be responsible for submitting proof and/or a demonstration of equivalence, compatibility and performance. However, acceptance of an equivalent product shall be strictly at the discretion of the Director. Any omission of the term "or equal" in any specific bid item listing should be disregarded by the bidder. All bidders shall have an absolute right to submit "equivalent" bids notwithstanding any other provision of the bid specifications.

COMPREHENSIVE AND GENERAL LIABILITY AND HOLD HARMLESS: The Contractor agrees to indemnify and hold harmless the County of Nassau, its agents, officers and employees against any and all claims, causes of action, costs, and liabilities, in law or in equity, of every kind and nature whatsoever, directly or proximately resulting from any act of omission or commission of Contractor, its officers, agents, or employees. Contractor shall, at Nassau County's demand, defend at its own risk and expense any and all suits, actions or legal proceedings which may be brought or instituted against Nassau County, its agents, officers, or employees on any such claim, demand or cause of action, and Contractor shall pay and satisfy any judgment or decree which may be rendered against Nassau County, its agents, officers, or employees in any such suit, action or legal proceeding.

The Contractor shall obtain from an insurance company authorized to do business in the State of New York, and keep in force during the term of any agreement, a policy of Comprehensive and General Liability Insurance naming the Contractor as an insured, and naming the County of Nassau as an additional insured, including, but not limited, to the torts and negligence of Contractor's personnel, with a combined single minimum limit of three million dollars ($3,000,000.00) for bodily injury and property damage for any one occurrence at the Contractor's sole cost and expense. Evidence of insurance may be required prior to Notice of Award or issuance of a Purchase Order.

The Contractor shall comply with all provisions of the Workers' Compensation Law and shall furnish a certificate showing evidence of current coverage.
Bidder shall list below the Insurance Company(s) holding the following documents:
A) Certificate of Insurance name the County of Nassau as co-insured: ____________________
Or
B) Certificate of Insurance with indemnification agreement (hold harmless clause): ____________________

*See Clarification

INSURANCE AND WORKERS COMPENSATION: The successful bidder agrees to obtain from an insurance company, authorized to do business in the State of New York, and keep in force during the term of any agreement, a policy of Comprehensive and General Liability Insurance naming the Contractor as an insured, and naming the County of Nassau as an additional insured, including but not limited to the torts and negligence of Contractor's personnel, with a combined minimum single limit of three million dollars ($3,000,000.00) for bodily injury and property damage for any one occurrence at the Contractor's sole cost and expense. Evidence of insurance may be required prior to Notice of Award or issuance of a Purchase Order.

The Contractor shall comply with all provisions of the Workers' Compensation Law and shall furnish a certificate showing evidence of current coverage.

PRODUCT LIABILITY INSURANCE: The successful bidder agrees to obtain from an insurance company authorized to do business in the State of New York, and keep in force during the term of an agreement, a policy of Product Liability Insurance, including foreign objects, with a combined minimum single limit of one million dollars ($1,000,000.00) for each occurrence, at the Contractor's sole cost and expense, and shall furnish a certificate showing evidence of current coverage. Evidence of insurance may be required prior to Notice of Award or issuance of a Purchase Order.

ALTERNATIVE ITEM: In submitting a bid on a commodity other than as specified, bidder shall furnish complete data and identification with respect to the alternate commodity he proposes to furnish. Consideration will be given to proposals submitted on alternate commodities to the extent that such action is deemed to serve the best interests of the County. If a bidder does not indicate that the commodity he proposes to furnish is other than as specified, it will be construed to mean that the bidder proposes to furnish the exact commodity as described. Consideration of the alternate shall be at the sole discretion of the Director. MORE THAN ONE (1) BID ON EACH ITEM WILL NOT BE CONSIDERED, UNLESS OTHERWISE SPECIFIED BY THE COUNTY.

REPLACEMENT PARTS: The requirements specified herein represent, for the most part, replacement and/or repair components to existing and presently owned equipment, and must match and inter-member without modification with the equipment and systems indicated.

ADDITIONAL BIDS: The County reserves the right, for any un-contemplated additional requirements of extraordinary quantities of particular items to call for new bids, therefore, whenever in the opinion of the Director of the Office of Purchase it is in the best interests of the County of Nassau to do so.

NON-ASSIGNMENT: In accordance with Section 138 of the State Finance Law, the contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of Nassau County and any attempts to assign the contract without the County's written consent are null and void.

NON PERFORMANCE

The Contractor agrees that in the event any of the services provided for under the terms of this contract should in any way be omitted or unsatisfactorily performed by the Contractor and/or his employees, the county shall so notify the contractor verbally and follow with a written notification of the deficient services for immediate correction. In the event the Contractor does not correct the deficient services after receipt of written notification, the Nassau County Department concerned will deduct a percentage based on the work not performed or performed unsatisfactorily from the Contractor's claim for the period covered. If the Contractor continues to omit or unsatisfactorily perform the required services, the County will arrange for the work to be done by another contractor and the cost of such work shall be deducted from any monies due or that may become due to the Contractor.

DISCLAIMER

Any Blanket Purchase Order issued as a result of this bid will establish terms and conditions pursuant to which certain materials and/or services are to be supplied or performed, from time to time, for a specified period upon issuance by the County of Delivery Orders. The Blanket Purchase Order is non-exclusive and the County is not bound to purchase, and no materials are to be delivered or services performed without a Delivery Order. The County shall be under no obligation whatsoever to issue such Delivery Orders. The Blanket Purchase shall not apply in any way to items of material or service deemed by the County in its sole discretion to be extraordinary or involve any special conditions, quantities, circumstances or complexities.

EVALUATION:

The Director of the Office of Purchasing (hereinafter known as the Director) reserves the right before making award to make investigations as to whether or not the items, qualifications, services or facilities offered by the Bidder meet the requirements set forth herein and are ample and sufficient to insure the proper performance in the event of an award. The Bidder must be prepared, if requested by the Director, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery, trained personnel and capacity for the rendition of the service on which he his bidding. Upon request of the Director of Purchasing, successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bids are not complied with or that the services or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications, financial standing or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director to make any examinations before award; and it is further understood that, if such examination is made, it in no way relieves the Bidder from fulfilling all requirements and conditions of the bid.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE ______________________ Vice President, Northeast Region

BIDDER **TITLE**

NOTICE

READ THIS PAGE OF THE BID CAREFULLY

ALL BIDDERS MUST COMPLY WITH THIS REQUIREMENT OR YOUR BID WILL BE AUTOMATICALLY REJECTED

RIGHT TO KNOW LAW AND "OSHA"

PURSUANT TO ARTICLE 28, SECTION 876 OF THE LABOR LAW OF THE STATE OF NEW YORK, THE COUNTY OF NASSAU HAS MANDATED EMPLOYER'S RESPONSIBILITY TO PROVIDE NOTICE TO EMPLOYEES REGARDING TOXIC SUBSTANCES. TO SATISFY THIS MANDATED REQUIREMENT, WE MUST ASK FOR YOUR COOPERATION. SOME OF THE MATERIAL ON THIS BID MAY CONTAIN TOXIC SUBSTANCES. THEREFORE, YOU MUST SUBMIT, WITH YOUR BID, "**MATERIAL SAFETY DATA SHEETS**" FOR ALL MATERIALS TO BE SUPPLIED PURSUANT TO THIS BID.

FAILURE TO PROVIDE THIS INFORMATION WITH THE BID WILL RESULT IN AUTOMATIC REJECTION OF THE BID.

IF YOUR PRODUCT **DOES NOT** CONTAIN TOXIC SUBSTANCES, PLEASE SIGN THE FOLLOWING CERTIFICATION:

CERTIFICATION:

I HEREBY CERTIFY THAT I HAVE READ THE NASSAU COUNTY NOTICE, AND FURTHER CERTIFY THAT ITEMS NUMBERED N/A - service bid DO NOT CONTAIN ANY TOXIC SUBSTANCES.

X ______________________ Vice President, Northeast Region ______

Signature **Title** **Date**

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE ______________________ Vice President, Northeast Region
BIDDER **TITLE**

ACCESS CLAUSE: Contractor, including its satellites, offices and/or subcontractors, if any, shall maintain full and complete books and records of accounts pertaining to this agreement, in accordance with accepted accounting practices and such other records as may be reasonably prescribed by the County of Nassau. Such books and records shall at all times be available for audit and inspection by the completion of all the services described in this agreement. Contractor further agrees that if any provision of Section 952 of the Omnibus Reconciliation Act of 1980 (PL-96-499) is found by a body of competent jurisdiction to be applicable to this contract, the Contractor agrees that it will make available upon written request by the Secretary of Health and Human Services, or the Comptroller General of the General Accounting Office, or any of their duly authorized representatives, a copy of this contract and any executed amendments thereto documents which relate to the calculation of the charges stated in the contract and copies of service reports documenting services performed. Such records will be available in accordance with the above for the period of six (6) years after the furnishing of any of the services described in this contract.

TERMINATION PREROGATIVE: The Director reserves the right to cancel the Blanket Order by giving not less than thirty (30) days written notice that, on or after a date therein specified, the contract shall be deemed terminated and cancelled.

VENDOR RESPONSIBILITY CRITERIA: The Director of Purchasing reserves the right before making an award to make investigations as to whether or not the qualifications, services, facilities or items offered by the bidder meet the requirements set forth herein and are ample and sufficient to ensure the proper performance in the event of an award. The bidder must be prepared, if requested by the Director of Purchasing, to present evidence of experience, ability, financial standing, as well as a statement as to plant, machinery, trained personnel and capacity for the rendition of the service on which the vendor is bidding. Upon request of the Director, the successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bid are not complied with or that the services or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications, financial standing, or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the forgoing shall mean or imply that it is obligatory upon the Director to make any examinations before an award; and it is further understood that, if such examination is made, it in no way relieves the bidder from fulfilling all requirements and conditions of the bid.

IMPORTANT NOTE: The Director reserves the right to accept or reject any and all bids, or separable portions of offers, and waive technicalities, irregularities, and omissions if the Director determines the best interests of the County of Nassau will be served. The Director, in his sole discretion, may accept or reject illegible, incomplete or vague bids and his decision shall be final. A conditional or revocable bid which clearly communicates the terms or limitations of acceptance may be considered and contract award may be made in compliance with the bidder's conditional or revocable terms in the offer. Prior to award, the Director reserves the right to seek clarifications, request bid revisions, or to request any information deemed necessary for proper evaluation of bids from all bidders deemed to be eligible for contract award. Failure to provide requested information may result in rejection of the bid.

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
93972-06195-141

N COLLUSIVE BIDDING CERTIFICATION REQUIRED BY SECTION 139-D OF THE STATE FINANCE LAW

BY SUBMISSION OF THIS BID, BIDDER AND EACH PERSON SIGNING ON BEHALF OF BIDDER CERTIFIES, AND IN THE CASE OF A JOINT BID, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OR PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:

[1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;

[2] Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and

[3] No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WITH [1], [2], [3] ABOVE HAVE NOT BEEN COMPLETE WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FOREGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT]

Subscribed to under penalty of perjury under the laws of the State of New York,

this 18 day of June, 20 25 as the act and deed of said Corporation or Partnership.

Identifying Data:

Potential Contractor: Motorola Solutions, Inc.

Address: 123 Tice Blvd

Street: Suite 202

City, Town, etc: Woodcliff Lake, NJ 07677

Telephone: 201-949-5503 Title: Vice President, Northeast Region

If applicable, responsible Corporate Officer

Name Roy Kirchner Title Vice President, Northeast Region

Signature: Sign Here

FAILURE TO COMPLETE THIS FORM AND SIGN IN APPROPRIATE PLACE MAY RESULT IN AUTOMATIC REJECTION OF THE BID.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE ________ **BIDDER**   Vice President, Northeast Region **TITLE**

Pursuant to State Finance Law §§139-j and 139-k, this Bid includes and imposes certain restrictions on communications between a Governmental Entity and an Offeror/bidder during the procurement process. An Offeror is restricted from making contacts from the earliest posting, on a Governmental Entity's website, in a newspaper of general circulation, or in the procurement opportunities newsletter in accordance with article four-C of the economic development law of written notice, advertisement or solicitation of a request for proposal, invitation for bids, or solicitation of proposals, or any other method provided for by law or regulation for soliciting a response from Offerors intending to result in a Procurement Contract with a Governmental Entity through final award and approval of the Procurement Contract by the Governmental Entity and, if applicable, the Office of the State Comptroller ("Restricted Period") to other than the Designated Contacts for the Governmental Procurement unless it is a Contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). The Designated Contact(s) for this Governmental Procurement, as of the date hereof, are identified on the first page of this solicitation. County employees also are required to obtain certain information when Contacted during the Restricted Period and make a determination of the responsibility of the Offeror pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a 4-year period, the Offeror is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found on the County's website. All questions or concerns regarding this Bid must be directed to the designated contact person named on the first page of the bid.

Offeror Certification:

Offeror affirms that it understands and agrees to comply with the procedures of the Government Entity relative to permissible Contacts as required by State Finance Law §139-j(3) and §139-j(6)(b).

Date: 6·18·25

Signature:

Name: Roy Kirchner

Title: Vice President, Northeast Region

Contractor Name: Motorola Solutions, Inc.

Contractor Address: 123 Tice Blvd, Suite 202, Woodcliff Lake, NJ 07677

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE ______ **BIDDER**

Vice President, Northeast Region
TITLE

G' 'RAL INSTRUCTIONS: **All bidders must adhere to the following conditions:**

As per New York State Municipal Law 103, no exception can be taken to any material term and/or condition of this bid with the exception of any warranties as presented in this bid for the specific commodity or service required.

Any language in any proposal or document submitted by a bidder as part of their bid that is accepted by the County of Nassau cannot be in conflict with any material term and/or condition relevant to this bid with the exception of any warranties or the specifications of the commodity of service required by this bid. If there is any conflict between the bidder's terms and conditions and the terms and conditions of this bid, the terms and conditions of this bid shall govern.

Bidders must insert **FEDERAL IDENTIFICATION NUMBER** in the space provided on page one of this bid.

Late Formal Sealed Bids will NOT be accepted. Bidders are urged to mail bids early to assure delivery on time. Bids must be received by 11:00 A.M. on the bid opening date.

Prices **MUST** be inserted with **TYPEWRITER OR INK**. Entries with **WHITE OUT**, **CROSS-OUTS OR LIFT-OFF TAPE MUST** BE INITIALED or that entry will be disqualified.

Bidders should submit bid with unit price in the appropriate column on bid pages or forms attached hereto. In the event of a discrepancy between the unit price and the extension, the unit price shall govern. Bidders shall submit one (1) original bid document and all applicable attachments. Any order issued against this bid will refer to the bid and attachments to designate items awarded. Bidders agree that all, Direct Purchase Orders and/or Purchase Orders shall be effective and binding upon the Contractor when place in the mail, addressed to the Contractor at the address shown on the Direct Purchase Order or the Purchase Order.

Bi' 's **MUST** state manufacturer's name and catalog number of each item bid.

ABSOLUTELY NO MINIMUM ORDERS shall be applied to this bid.

Purchases made by Nassau County are not subject to State or Local Sales Tax or Federal Excise Taxes.

Federal Exemption Number: A-109538 **State Exemption Number: EX 7213062C**

Inside (receiving dock) delivery is required on all orders.

The rights and obligations of the parties under this agreement shall be governed by the laws of the State of New York.

Bids are hereby solicited for the commodities and/or services specified herein which are to be delivered and/or performed at the locations indicated, and in strict accordance with all specifications, terms and conditions attached hereto and made part hereof.

Bid document must be signed by proprietor, partner or corporate officer.

The clauses contained in these bid forms set forth the wishes of the County of Nassau in regard to the purchase and/or services required. However, the Director reserves the right to waive irregularities, omissions, or other technical defects if, in its judgment, the best interest of the County of Nassau will be served accordingly.

Bidders may take exception to paragraphs of the bid under a separate cover letter to be attached to this bid, indicating the specific bid page, paragraph and the exception(s). In any event, the decision of the Director will be final.

Qualification statement **MUST BE COMPLETED** and submitted with bid. See page 4 for further details

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE ______________ **BIDDER**

Vice President, Northeast Region
TITLE

GENERAL CONDITIONS:

All repairs to be made in accordance with the Occupational Safety and Health Administration safety requirements.

Contractor will furnish all labor, materials, transportation, tools, instrumentation, parts and accessories necessary to repair and restore the equipment to optimum operating condition.

All Contractor personnel assigned to any requirement of a contract established must be fully qualified and cognizant of the required and applicable electrical codes and safety requirements, and must adhere to them.

All parts supplied must match and inter-member without modification to the designated equipment, and must be in accordance with the specifications of the manufacturer of the part to be replaced.

Except as otherwise specified, all contract requirements will be performed at the site as required.

Any requirement to remove any part of the equipment or system(s), to the Contractor's shop, must be approved by an authorized agency representative. Nassau County shall supply all utilities which are available on location insofar as compatibility requirements permit.

All requirements performed by the Contractor will be subject to inspection and approval by an authorized designated representative of Nassau County.

Employees of the Contractor, while on service call, shall carry identification badges or cards and shall be instructed to submit same to scrutiny upon request of security or supervisory personnel of Nassau County.

NAMES ONLY AT BID OPENING: At the bid opening, ONLY the bidder's names will be read. Unit prices will NOT be read, but will be available when bid summary sheet is prepared.

Living Wage

Section 1. Authority and Usage

a. These Rules are promulgated pursuant to Local Law 1-2006, section 7(b) which authorizes the County Executive to promulgate rules to implement the provisions of the Nassau County Living Wage Law.

b. Wherever the term "Law" or "Living Wage Law" is used in this document, it shall mean Local Law 1-2006, otherwise known as the Nassau County Living Wage Law. Whenever the terms "Rule" or "Rules" are used in this document, it shall mean these Rules of the County Executive regarding the Nassau County Living Wage Law.

Section 2. Clarification of Terms

a. Awarded. "Awarded" shall mean that time at which a contractor is selected by the County, or any department of the County, to receive county financial assistance, even if that time is before execution of a county financial assistance agreement by all parties or approval of such agreement by the County Legislature.

See Living Wage Law, § 5(a) "Certification of Compliance" and § 10 "Other Provisions"

b. County Service Contract. "County Service Contract" shall mean any contract let to a contractor by the county for the furnishing of services to or for the county and that involves an expenditure equal to or greater than twenty-five thousand dollars. A contract for the sale of goods to the County, or a contract for the sale of goods where incidental services are being provided to the County, are not considered County Service Contracts. This definition shall not include contracts awarded pursuant to the county's emergency procurement procedure as set forth in section twenty-two hundred six of the county ch ter, inter-governmental agreements, agreements with state or local public authorities or agreements with local de opment corporations incorporated pursuant to section 1411 of the not-for-profit corporations law.

c. County Financial Assistance. "County Financial Assistance" shall mean any grant, loan, tax incentive or abatement, bond financing, subsidy or other form of assistance of more than fifty thousand dollars given by or through the authority or approval of the county to an entity having at least ten employees. County financial assistance shall not include industrial development bonds, community development block grant loans, and enterprise-zone-related incentives.

d. Employee and Employer.

i. Under Section 1 of the Living Wage Law, an "Employee" for the purposes of a county service contract is an employee of a county contractor "pursuant to one or more service contracts and who expends any of his or her time thereon." Thus, an Employee may be:

A. Any person hired by a County contractor specifically to work on the County Service Contract at issue

B. Any person employed by the County Contractor who works on the specific services contemplated by the County Service Contract

ii. An Employee is not:

A. An employee who provides services which are only incidental to the services specified in the County Service Contract.

An employee who does not provide any services contemplated under the County Service Contract in Question

iii. For the purposes of the Living Wage Law, Nassau Community College is not an employer as defined in the Law. However, se e contractors, financial assistance recipients and lessees of the College are employers as defined in the law and are subject to the provisions of the Living Wage Law as they are applicable.

See Living Wage Law, § 1 "Employee," "Employer"

e. Enter Into. "Enter into" shall mean that time at which both parties have signed the contract in question.

See Living Wage Law, § 1 "County Service Contract" and § 10(a) "Other Provisions"

3. Amendments, Extensions and Renewals

a. Renewals and Extensions. Where an existing County Financial Assistance Agreement, County Service Contract, or County Lease is renewed or extended after the effective date of the Law, such agreement is a new County Financial Assistance Agreement, County Service Contract or County Lease, as the case may be, and is subject to the applicable provisions of the Law.

b. Determination of Applicability.

i. County Service Contracts.

A. Any renewal of a County Service Contract is subject to the Living Wage Law if the total expenditure by the County under the renewal is $25,000 or greater.

B. If a County Service Contract is extended or otherwise amended, such extension or amendment will be subject to the provisions of the Law if such amendment increases the total expenditure under the original agreement to an amount $25,000 or over, or if such amendment itself involves an expenditure of $25,000 or over. In no event shall the Law apply in a situation where an amendment involves an expenditure of less than $25,000 and the original agreement already involves an expenditure of $25,000 or over.

ii. County Financial Assistance Agreements.

A. Any renewal of a County Financial Assistance Agreement is subject to the Living Wage Law if the total expenditure by the County under the renewal is greater than $50,000.

B. If a Financial Assistance Agreement is extended or otherwise amended, such extension or amendment will be subject to the provisions of the Law if such amendment increases the total expenditure under the original agreement to an amount over $50,000, or if such amendment itself involves an expenditure over $50,000. In no event shall the Law apply in a situation where an amendment involves an expenditure of $50,000 or less and the original agreement already involves an expenditure over $50,000.

iii. County Leases. Any renewal, extension or modification of a County Lease is subject to the provisions of the Living Wage Law.

See Living Wage Law, §10(a) "Other Provisions"

4. Waiver of the Law

a. Application of the Provision

i. Any County Contractor may apply for a waiver of the provisions of the Law. In order to qualify as a County Contractor, the applying organization must have a County Service Contract with the County of Nassau. A County Service Contract is a contract which contemplates providing a service to the County (not goods or any service performed only to deliver goods) for which the County is paying $25,000 or more. Both non-profit and for-profit County Contractors may apply for a waiver.

ii. this time, the Living Wage Law does not allow a County Lessee or an entity receiving County Financial Assistance to apply for a waiver of the Law's provisions.

b. Request for a Waiver The following procedures have been established by the County Executive for requesting a waiver of the provisions of the Living Wage Law:

i. Request for a waiver must be made to the Nassau County Office of Compliance. Since a waiver request must be made by a County Contractor who already has a contract with the County to provide services, a request for a waiver may only be made after the contract in question is entered into with the County.

ii. A request for a waiver must be made on the approved form designated "Request for Waiver of the Provisions of the Nassau County Living Wage Law." This form is attached to these rules. Additional forms may be requested by contacting the agency with which the requesting organization has a contract.

iii. Except for those requesting organizations with County Service Contracts listed in section 4(b)(iv)(E)(3) below, those requesting organizations which plan to request a waiver once a County Service Contract has been entered into must include, in their bid or proposal for the specific County Service Contract, a budget breakdown stating the amount of the budget allocated to wages (*assuming the Living Wage Law applies*), and the amount of the budget allocated to services and other contract expenses.

A. In any budget breakdown submitted, the requesting organization must include only those employees who are included within the definition of "Employee" described above.

B. Those County contractors who have been awarded a contract through Executive Order No. 1 of 1993, a state or federal grant, General Municipal Law section 104, or any other state or federal rule or regulation must submit the above budget breakdown to the contracting agency before such contract is entered into with the County in order to be eligible for a waiver.

iv. A waiver request must contain the following information:

A. The name of the organization

B. The address of the organization

C. A brief description of the contract which the waiver pertains to.

D. The name and email address of the Chief Executive Officer of the requesting organization

E. The criteria (hereinafter, the "Criteria") for qualifying for a waiver under the provisions of the Law. Currently, a requesting organization must meet either Criteria 1, 2 or 3 below, and, if Criteria 1, 2 or 4 are cited, must meet Criterion 5 below:

1. The highest paid officer or employee of the requesting organization earns a salary which, when calculated on an hourly basis, is less than six times the lowest wage or salary paid by the requesting organization.

OR

2. Compliance with the requirements of the Living Wage Law will directly increase the requesting organization's expected total annual budget in an amount greater than ten percent of the prior fiscal year's budget.

OR

3. The requesting organization is providing any of the following services to the County and compliance with the Living Wage Law would exceed the amount, per hour or per diem (as the case may be), reimbursed to the County by any State or Federal Source:

Sèı ..ıces under the Expanded In-Home Services for the Elderly Program (EISEP)
Foster care services under the New York Social Services Law.
Residential domestic violence services under the New York Social Services Law.
Residential care, educational and vocational training, physical and mental health services, and employment counseling services to residents of the Juvenile Detention Center under the New York Executive Law.

OR

4. The requesting organization is providing any of the following services to the County and compliance with the Living Wage Law would increase the County Service Contract's budget by greater than ten percent over the budget for the requesting organization's County Service Contract for the previous contracting year:

i. Non-residential domestic violence services under the New York Social Services Law.
ii. Services under the Home Energy Assistance Program (HEAP)
Preventive services for children pursuant to the New York Social Services Law
Non-Secure detention services pursuant to the New York Executive Law.

AND (if Criteria 1, 2 or 4)

5. When the requesting organization placed a bid or submitted a proposal for the county service contract at issue, it must have submitted a budget which included a breakdown of the wages paid to employees of the requesting organization who would be covered under the Living Wage Law.

F. A statement that, if a waiver is granted, the requesting organization will decrease its budgeted wage allocation to that ar nt the requesting organization would have paid its employees had the requirements of Living Wage Law not been ap..d. The amount to be paid by the County to the requesting organization will be reduced accordingly by contract amendment.

G. The notarized signature of the requesting organization's Chief Executive Officer.

v. A request must be accompanied by documentation supporting the Criteria claimed by the requesting organization.

A. If Criteria (1) is cited in the request, the requestor must include a statement, certified by the chief financial officer of the requesting organization as true and accurate, of the wages paid, on an hourly basis, of the highest and lowest paid individuals employed by the requesting organization.

B. If Criteria (2) is cited in the request, the requestor must provide a copy of the requesting organization's budget for the last fiscal year along with a copy of the organization's expected budget taking into account increases in salary as a result of compliance with the Living Wage Law. Both budgets must be certified as complete and accurate by the chief financial officer of the requesting organization.

C. If Criteria (4) is cited in the request, the requestor must provide a copy of the requesting organization's budget for the County Service Contract for the prior agreement year along with the requesting organization's budget for the County Service Contract for the current agreement year which takes into account increases in salary as a result of compliance with the Living Wage Law. Both budgets must be certified as complete and accurate by the chief financial officer of the requesting organization.

vi. The request form and all documentation must be sent to the following address:

County of Nassau Office of Compliance
Attention: Living Wage Waiver Request Office
One West Street – 4th Floor

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Mineola, New York 11501

c. Waiver and Procurement

i. As a waiver may only be requested once a County Service Contract has been entered into, no waiver application may be submitted by any organization submitting a bid or proposal to the County for a County Service Contract.

ii. The fact that a waiver may be granted to an organization submitting a bid or proposal to the County for a County Service Contract will not be a consideration in evaluating such bid or proposal.

d. Review Procedures

i. Review of a request for a waiver must be made by the Office of Compliance.

ii. Approval of a request is dependent on the requestor satisfying either criteria (1), (2) or (3) in section 4(b)(iv)(E) above and, if citing criteria (1), (2) or (4), criterion (5) in section 4(b)(iv)(E) above. Applications not satisfying these criteria, or incomplete applications, will not be approved. However, complete applications that do meet these criteria shall be approved by the Office of Compliance.

iii. The Office of Compliance shall inform the requestor of his or her decision to grant or deny a request in writing within thirty days of receipt of the request. A copy of the grant or denial shall be transmitted to the County Comptroller for the purposes of monitoring compliance with the Living Wage Law.

iv. During such thirty day period, the requestor must continue to abide by the provisions of the Living Wage Law. Failure to do so may result in action by the Office of the Nassau County Comptroller to enforce the provisions of the Law.

e. ..st-Award Review

i. After the County grants a waiver, if at any time during the term of the County Service Contract the requesting organization alters its budget or wages such that the organization no longer qualifies for a waiver of the Living Wage Law, the requesting organization must contact the County department with which it contracts and inform such department of such alteration.

ii. If a County department is contacted in reference to such a change, the department must either:

Amend the County Service Contract in question to restore any funding subtracted from the contract as a result of a waiver of the Living Wage Law and receive from the Contractor a completed Certificate of Compliance; or

Terminate such Contract according to its terms.

See Living Wage Law, § 9 "Waiver"

5. Inter-Governmental Agreements

a. The Living Wage Law shall not apply to those County Service Contracts which are entered into with any municipal corporation located within the County, any school district located within the County, and any special district located within the County.

b. County Financial Assistance Agreements and County Leases. The Living Wage Law shall not apply to a County Financial Assistance Agreement or a County Lease in the event that application of the law would conflict with the application of a federal, state or local law, rule, regulation or ordinance. For the purposes of this Rule, the Living Wage Law would not apply to a County Financial Assistance Agreement or County Lease where funding for the Agreement or Lease is derived from a Fe...l or state grant where the distribution of such grant funds to certain subrecipients is mandatory and non-discretionary.

S[illegible] iving Wage Law, § 1 "County Service Contract," "Inter-governmental Agreement;" § 3 "Minimum Compensation;" §10 "C[illegible]er Provisions"

6. Certification of Compliance

a. An updated certification of compliance with the provisions of the Living Wage Law shall be submitted to the County on or before the first day of each agreement year during the term of any County Service Contract.

b. For the purposes of updating a certification of compliance, a "material change" as used in the Law shall be limited to the following:

i. Any determination by the County Comptroller that the contractor has violated any provision of the Law.

ii. Any instance during the preceding year in which the contractor has been found by a court or governmental agency to have violated federal state or local laws regulating payment of wages or benefits, labor relations or occupational safety and health, or where any governmental body has initiated a judicial action, administrative proceeding or investigation of the contractor in regard to any of the above laws.

See Living Wage Law, § 5 "Certification of Compliance"

7. Nassau County Employees

a. All Nassau County Employees are covered by the provisions of the Living Wage Law, provided, however, that Nassau County Employees covered by the collective bargaining agreement between the County and the Civil Service Employees Association are not entitled to receive the benefits supplement rate as the term is defined in the Law. The provisions of the L[illegible] also extend to paid interns hired by the County.

b. The Living Wage Law does not apply to volunteer workers utilized by the County pursuant to the County's authority to use volunteer workers under § 2105 of the Nassau County Charter. As such, the Law does not cover unpaid interns utilized by the County.

See Living Wage Law, § 1 "Employee," "Employer;" § 10 "Other Provisions"

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

Vice President, Northeast Region
The chief executive officer of the Contractor is:

Roy Kirchner (Name)

123 Tice Blvd, Suite 202, Woodcliff Lake, NJ 07677 (Address)

201-949-5503 (Telephone Number)

The Contractor agrees to either (1) comply with the requirements of the Nassau County Living W[illegible] Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to se[illegible]ion 9 of the Law. In the event that the contractor does not comply with the requirements o' he Law or obtain a waiver of the requirements of the Law, and such contractor es blishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

In the past five years, Contractor _____ has __X__ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action __X__ has _____ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

MSI discloses all material litigation in its Annual and Quarterly reports filed with the United States Securities and Exchange Commission. The Annual Report on Form 10-K, as filed with the SEC for the fiscal year ended December 31, 2024, and any subsequent Quarterly Reports on Form 10-Q, contain a description of litigation considered to be material in accordance with the public disclosure requirements of the SEC. Because the Annual Report and Quarterly Reports contain only such litigation, as is material for public disclosure under SEC rules, it may not list all litigation with which MSI or its subsidiaries are presently involved. Our Annual Report on Form 10-K and Quarterly Reports on Form 10-Q can be found at www.sec.gov or on our website, http://investors.motorolasolutions.com/financials.cfm."

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Vice President, Northeast Region
TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
93972-06195-141

Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

6/18/25
Dated

Signature of Chief Executive Officer
Vice President, Northeast Region

Roy Kirchner
Name of Chief Executive Officer
Vice President, Northeast Region

Sworn to before me this

18 day of June, 2025.

Christina Albanese
Notary Public

CHRISTINA ALBANESE
NOTARY PUBLIC
STATE OF NEW JERSEY

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NY STATE LABOR LAW

If any portion of work being Bid is subject to the prevailing wage rate provisions of the Labor Law, the following shall apply:

a. "Public Works" and "Building Services" - Definitions

i. Public Works Labor Law Article 8 applies to county contracts for public improvements in which laborers, workers or mechanics are employed on a "public works" project (distinguished from public "procurement" or "service" contracts).

ii. Building Services Labor Law Article 9 applies to Contracts for building service work with the county, that: (i) involve the care or maintenance of an existing building, or (ii) involve the transportation of office furniture or equipment to or from such building, or (iii) involve the transportation and delivery of fossil fuel to such building, and (iv) the principal purpose of which is to furnish services through use of building service employees.

b. Prevailing Wage Rate Applicable to Bid Submissions A *copy of the applicable prevailing wage rates to be paid or provided are annexed* to the Bid Documents. Bidders must submit Bids which are based upon the prevailing hourly wages, and supplements in cash or equivalent benefits (i.e., fringe benefits and any cash or non-cash compensation which are not wages, as defined by law) that equal or exceed the applicable prevailing wage rate(s) for the location where the work is to be performed. Bidders may not submit Bids based upon hourly wage rates and supplements below the applicable prevailing wage rates as established by the New York State Department of Labor. Bids that fail to comply with this requirement will be disqualified. Information indicating that prevailing wages are not being paid on a public works project will be forwarded to the New York State Department of Labor for investigation. Willful violations of the prevailing wage provisions of the Labor Law may result in debarment from the bidding and award of public contracts.

c. Wage Rate Payments / Changes During Contract Term The wages to be paid under any resulting Contract shall not be less than the prevailing rate of wages and supplements as set forth by law. It is required that the Contractor keep informed of all changes in the Prevailing Wage Rates during the Contract term that apply to the classes of individuals supplied by the C ractor on any projects resulting from this Contract, subject to the provisions of the Labor Law. Contractor is solely liable f nd must pay such required prevailing wage adjustments during the Contract term as required by law.

d. Public Posting & Certified Payroll Records In compliance with Article 8, Section 220 of the New York State Labor Law:

i. Posting The Contractor must publicly post on the work site, in a prominent and accessible place, a legible schedule of the prevailing wage rates and supplements.

ii. Payroll Records Contractors and Subcontractors must keep original payrolls or transcripts subscribed and affirmed as true under the penalties of perjury as required by law. For public works contracts over $25,000 where the Contractor maintains no regular place of business in New York State, such records must be kept at the work site. For building services contracts, such records must be kept at the work site while work is being performed.

iii. Submission of Certified Payroll Transcripts for Public Works Contracts Only Contractors and Subcontractors on public works projects must submit monthly payroll transcripts to the project manager for a public works project.

iv. Records Retention Contractors and Subcontractors must preserve copies of such certified transcripts for a period of three years from the date of completion of work on the awarded contract.

If this contract is for Building Service Work as defined in Article 9 of the Labor Law, State law prohibits other political subdivisions and districts within the County from making purchases pursuant to this agreement.

The County Living Wage Law, Title 57, Section 3(a)(i), states: employers who provide building services shall pay their employees no less than the living wage, as required by this section, or the prevailing wage, whichever is greater. In future bidding procedures, the requirement should be "vendor must pay the prevailing wage, or the County Living Wage, whichever is greater", or similar language.

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R ORD RETENTION: Contractor shall retain complete and accurate records and documents related to this Agreement for six (6) years following the later of termination or final payment. Such records shall at all times be available for audit and inspection by the County.

Governing Law – Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

PRE BID SITE VISITS: The prospective suppliers, when bidding, represents and warrants that he has visited and knows the site(s) or premise(s) upon which the work, as described in these bid specifications, is to be performed hereunder and that he has informed himself of all existing conditions affecting the work and as to the work of other coming in conjunction with his work. Failure of the bidder to thoroughly acquaint himself with the site and local conditions shall not relieve him of his responsibility, and shall not entitle him to any claim for extras. Bidders may call ____ for an appointment to visit the site.

Estimated Annual Usage Approximately $3,500,000.00

Subject to prevailing wage: Use electrician rate for all voice and data work

Specifications and pricing

Additional locations and like equipment and services can be added to this blanket order by mutual agreement.

Specifications/Pricing:

I Two Way Radio & Mobile Data Maintenance and Repair

A. The County of Nassau (hereinafter call the County) represented by the Deputy Commissioner of Shared Services, and the individual partnership, joint venture, or corporation named above (hereinafter called the Contractor) mutually agree to perform this contract in strict accordance with the general provisions attached hereto and the specifications, terms and conditions contained herein.

ontract is divided into Plan A and Plan B as follows:

Plan "A" preventative maintenance Service (PMS)
Plan "A" repair service Response (RSR) and Technical Systems Support (TSS)
Plan "B" Extra costs, Time and Materials

l work must be performed with Motorola trained technicians and factory authorized service partner. In addition to having ctory-trained technicians, each technician working on any transmitter or receiver equipment must have a valid FCC License.

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A chnician working on the system must hold training certificates or certifications where required on all technologies associated with the County of Nassau radio system equipment. Technicians must be certified in the following:

In the management, maintenance, repair and configuration of the Motobridge line of products
In the management, maintenance, repair and configuration of the MCC7500 console system
In the management, maintenance, repair and configuration of the ASTRO 25 7.X Core and Database as it relates to the MCC7500 console system
In the management, maintenance, repair and configuration of the NICE Playback Stations
In the management, maintenance, repair and configuration of the MOSCAD system
In the management, maintenance, repair and configuration of the Aviat Constellation and True Point microwave system
In T1 Link Verification
In the management, maintenance, repair and configuration of Windows Based PC's
In Antenna Systems Analysis using the appropriate FDR hardware
Certified Electronics Technicians Certification
In the management, maintenance, repair and configuration of Mobile Data terminals and supporting RF equipment including the RNC and radio IP
In the management, maintenance, repair and configuration of the Quantar base radio
In the management, maintenance, repair and configuration of the MSF5000 base radio
In the management, maintenance, repair and configuration of the Motorola Network Transport Infrastructure
Cisco Network + certified
Radio IP Software
Understand subscriber trunking and fleetmapping
Must be proficient and have the following skill sets in the development and implementation of the subscriber talk groups and code plugs

TWO WAY RADIO & MOBILE DATA MAINTENANCE AND REPAIR (cont.)

4. All bidders shall demonstrate the capability of servicing systems similar in scope/complexity of the Nassau County Police Department's, therefore the Police Department is requesting all bidders supply a reference list of at least three (3) other current systems being maintained for at least five (5) years that include the following components:

   - RNC
   - Motobridge
   - Radio IP
   - NICE Logging Recorder
   - Digitac Comparators
   - Quantars
   - Aviat Microwave
   - MCC7500 Consoles
   - MOSCAD
   - Mobile Data Terminals (VRMs)
   - Maintain, repair and implement preventative maintenance schedules for the following site equipment:
     - HVAC (BARD)
     - UPS
     - Generac, Kohler or any other Generators utilized by the County

5. It is the intent of this specification to describe the minimum requirements set forth by the Nassau County Police

Department for radio system and mobile data maintenance, upgrades and repair of the existing communications network. Nassau County Police Department is interested in a vendor that will provide comprehensive system wide support for the current ASTRO 25 system and maintain the system at a high level of support and extend the useful life of the network. In addition to repairing broken components of the system, the successful bidder must provide the following capabilities to support the ASTRO 25 system with an equivalent level of functionality:

i. A toll free number to request dispatch for service
ii. Monthly performance reports
iii. Failure analysis
iv. Technical support for questions
v. Board repair and exchange programs for infrastructure components
vi. On-site field engineering support
vii Onsite Field management support
viii. Customer service support
ix Preventative maintenance as described in the specifications
x Escalation process for mitigation of system problems
xi Provide a complete package of hardware, software and implementation services
xii Live network updates performed with minimal interruption to system operations.
xiii Software/hardware upgrades to latest version applicable to maintain the current maximum efficiency of the Astro 25 system and support required existing functionality.
xiv Next day delivery of Motorola manufactured parts during catastrophic system failures
xv 7x24 onsite support during major storms , deployment of cells on wheels (COW) and generators in event of infrastructure failures

6. Potential bidders are invited to review the current inventory of equipment. Failure to be aware of all infrastructure components and field equipment shall not be cause to charge the County for extra repairs.

7. During the term of this agreement, in the event of any additions or deletions to either infrastructure or subscriber equipment, the County holds the right to request a modification to the financial terms of the awarded contract. Such modifications will be reviewed on a quarterly basis. Modifications during this time frame may or may not have a direct financial impact on this contract.

8. If the County initiates maintenance and service with in-house radio technicians sometime during the term of this agreement. The vendor must agree to modify contract and make cost adjustments as these in-house technicians become functional. All parts utilized for repairs must meet or exceed the manufacturers specifications and not void any warranty

II. PLAN "A" PREVENTATIVE MAINTENANCE

Plan "A" - **PREVENTATIVE MAINTENANCE SERVICE (PMS)** shall include the following:

1. Regular scheduled inspection and maintenance service calls as per Manufacturer's specifications.

2. The service calls shall be for the purpose of maintaining the Radio systems at optimum wc ng conditions by replacement of all defective components where necessary and/or such al..gnments, network adjustment, and labor as

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required. All related equipment and services that support the radio system regarding the functioning of radio equipment at each site.

3. Contractor shall include subscriber preventative maintenance on an annual basis. The following shall be performed: Check power out, deviation, batteries, antennas, speaker mics and installs latest software version if needed on all Mobile and Portable equipment. Confirm that all vehicle equipment serial numbers match with radio office database.

4 If the County initiates maintenance and service with in-house radio technicians sometime during the term of this agreement. The vendor must agree to modify contract and make cost adjustments as these in-house technicians become functional.

SYSTEM INFRASTRUCTURE

System infrastructure to include all system software/hardware updates and equipment; Radio Base Stations, Site controllers, Comparators, Routers, LAN switches, Servers, PC Workstations, Dispatch consoles, Logging equipment, Network management terminals, Network Fault Management (NFM) products, Network security device-such as firewalls and intrusion detection sensors, associated peripheral infrastructure software, receivers, microwave related equipment, combiners, duplexers, amplifiers, preamps, and update hardware versions and/or replacement hardware required necessary to support computer equipment to maintain equivalent level of functionality. The system infrastructure refreshes must include: Data System, which incorporates 2 Radio Network Controllers and GTR 8000 Base and Site Controllers, GCM 8000 Comparators, MCC75000 Console Operator positions, STR 3000 Base Stations, Quantar Base Stations, ASTROTAC Comparators, PSC 9600 Site Controllers, PBX Switches for telephone connect NFM.NFM.MOSCAD RTU and receivers-conventional, Digitac system and 19,200 baud RD-Lap protocol if still in use.

Infrastructure repairs to include cabling, antenna replacements and labor.

To Include, but not Limited to, All Radio Communications Equipment at the following locations:

i. Precincts, PD Community Centers
ii. Bellmore Facility (including all commands there within)
iii. Headquarters complex located at Westbury and (Mineola back up center or future location if relocated)
iv. Marine Bureau
v. Bethpage Facility (including all commands there within)
vi. VHF Transmitter – Air/Marine
vii. M.R.D. Mobile Radio District transmitters and receivers
viii. County-wide and Statewide System
ix. All other VHF frequencies licensed to the County
x. Medical Control (located at NUMC and EAB)
xi. Public Safety Center (Westbury)
xii. Policing Centers

II. PLAN "A"PREVENTATIVE MAINTENANCE (cont.)

5. Field Visits for preventative maintenance for Portables/Mobile Radios/In-Vehicle computers with associated peripherals/Mobile & Portable charging units and associated antenna network and hardware are to be accomplished by Motorola trained technicians and PMS forms to be completed for all units on an annual basis at each of the following: Precincts, Policing Centers, Highway Patrol Bureau, Emergency Services Bureau, Bureau of Special Operations, Air/Marine Bureau, Emergency Ambulance Bureau, Training Academy and the Detective Bureau. The successful contractor will be required to submit a schedule to accomplish all preventative maintenance on the above-described equipment to be performed annually. A form supplied by the County shall be completed for each piece of equipment that is tested.

6. Maintenance and calibration test equipment (based on manufacturer's recommendations) must be provided for all utilized County equipment. Preventative Maintenance Service to include the system replacement of all parts, as needed, including antennas, antenna mounts, lines, and cabling.

SERVICE RECORDS

The following service records shall be provided:

1. Monthly subscriber unit service activity, by vehicle number, including model number, serial number, work performed, and time required to restore service
2. Monthly emergency service activity, including failure type, corrective action taken, and time required to restore service.
3. The results of preventative maintenance tests and inspections shall be provided within 30 days of completion.
4. Monthly 5 Nine's Report of system performance

Contractor will be required to document site visits, report any discrepancies in equipment operation and describe corrective action taken, and generate monthly PMS reports for each site on forms supplied by the County.

III. PLAN "A" - REPAIR SERVICE RESPONSE AND TECHNICAL SYSTEMS SUPPORT (TSS)

1. Two-Way Radio:

Service for this system shall include the use of remote diagnostics from a systems service center capable of localizing the p: m and dispatching the appropriate personnel for failure resolution. A board exchange program shall also be included to expedite repair and minimize system downtime.

III. PLAN "A" - REPAIR SERVICE RESPONSE AND TECHNICAL SYSTEMS SUPPORT (TSS) cont.

2. If damage caused to antennas and cables are found to be the result or cause of inadequate/faulty system maintenance it will be covered under this agreement.

3. Service to infrastructure equipment will be subject to a two (2) hour response time, twenty-four (24) hours a day, seven (7) days a week including all Saturdays, Sundays and Holidays.

4. <u>8 Hour Service Normal Business Hours 8:30 AM – 5:00 PM -5 Days a Week — Drive In Service Normal Business Hours 7:00 AM - 7:00 PM)</u>

Mobile Radios, VRM's MDT's, ML/MW Series In-Vehicle Computers and related accessories, In-Vehicle Battery Chargers and any other Motorola/or the possibility of other P25 manufactured mobile radio equipment and

i. associated peripherals installed in Precinct Patrol Units, Highway Patrol Bureau Vehicles, Emergency Ambulance Bureau, Bureau of Special Operations, all Marine Radios and Motorola Radios installed in Boats and Helicopters and any vehicles equipped with Motorola equipment not covered in the above paragraph.
ii. Service to include repair of all equipment and includes speakers, lines, microphones, computer keyboard , cables, antennas, control heads, scanners, and related equipment and any and/or all parts and accessories attached to or used as part of the installation of the above equipment. This service shall include any damage due to normal wear and tear.
iii. Service shall be provided at a site located within Nassau County. This site may be either provided by the County or the County may, at its discretion, require the Contractor to supply such a site.

5. <u>Portables</u>:

i. All current Motorola Portable Radios XTS2500, XTL1500, HT750, APX7000, APX8000 , and (upon expiration of warranty) any other new-Portable radio equipment regardless of Manufacturer, but P25 Compliant, which shall be purchased during the life of this contract. This service shall include factory direct next day air shipping with 10 days turnaround time. Repairs shall consist of all needed parts.
ii. Service shall include single and six-unit chargers and other ancillary equipment.

<u>Service, maintenance, replacement and repairs must be provided for the following items</u>:

(i) Safety equipment at all sites to include Eye Wash Stations where required
(ii) UPS System and UPS batteries

Fixed site Equipment (Generators and HVACs)

III. PLAN "A" – REPAIR SERVICE RESPONSE AND SUPPLIED TECHNICAL SYSTEMS SUPPORT (TSS) cont.

7. Installations and Removals of Vehicular Equipment:

The successful contractor shall provide onsite technician for the installation and removal of all vehicular equipment. Vehicular equipment includes but not limited to:
i. Dash mount vehicular radios
ii. Trunk mount vehicular radios
iii. Vehicular charging units
iv. Vehicular radio modems
v. In-Vehicle computers (Panasonic Toughbooks /810s and all future model computers)
Contractor will be responsible for the replacement of all installation hardware and accessories (i.e. wiring harnesses, antennas, and mounting hardware) that requires replacement due to normal wear and tear.
vi. All related ancillary equipment

9. Provide service, response and reporting for all third party issues related to the radio system operation.

III. PLAN "A" – REPAIR SERVICE RESPONSE AND TECHNICAL SYSTEMS SUPPORT (TSS) cont.

ii. Provide Onsite Support Requirements:

a. Provide Onsite Support for Mobile Data Equipment and Related Hardware at a Nassau County Facility.
b. Complete repairs or replacement within 2 hours.
c. Escalate any issues using a vendor supplied call management system.
d. Track all repairs and equipment replacement using a vendor supplied tracking system.
e. Complete one preventive maintenance (PM) on each Mobile Data Vehicle once every two years.
f. Support Spares Inventory.

iii. Provide Tracking System:

a. Track All Nassau County Supplied Assets (test equipment) Identified under this contract.
a. Provide Custom Reports to Nassau County.

iv. Provide Customer Support Manager and onsite dedicated System Manager and onsite Customer Support :

a. Support Nassau County with all issues related to the Maintenance Contract.
b. Attend Scheduled Customer meetings.
c. Provide Monthly Reports on the operations, status of equipment and all related equipment issues.
d. Work with third party vendors to install and support necessary communications applications.

v. The support program is to cover all elements of the in-vehicle mobile technology. To include:

1. The MW810, XTL2500, APX8500 and related accessories such as keyboards & displays, provide first echelon support for current Panasonic Toughbooks as well as future models, Charge Guard Power Management Device, Pentax printer.
2. Cables and connector.

3. During the term of this agreement, in the event of any additions or deletions to either infrastructure or subscriber equipment, the County holds the right to request a modification to the financial terms of the awarded contract. Such modifications will be reviewed on a quarterly basis by both parties. Modifications during this time frame may or may not have a direct financial impact on this contract.

IV. PLAN "A" ON-HAND EQUIPMENT COVERED BY P.M.S. , R.S.R. AND T.S.S.

1. **Fixed End Infrastructure**

i. Microwave Equipment sites including: Harris Constellation Microwave Receivers and Transmitters (Main/Standby), Associated Fixed Site Equipment. (Dehydrators)------(2)
ii. Digi-TAC Comparators-- (7)
iii. Quantar's--(24)
iv. VAC Bard Air Conditioner Units (Located at East Hills & Mineola Sites)--------(2)
v. MCC7500 Consoles---(3)
vi. NICE Logging Recorder Systems---(2)
vii. RNC--(2)
viii. Radio IP Software---(1)
ix. Infrastructure Batteries –UPS/Microwave/Generator replacement with disposal
x. CTI –Voting Display/Equipment---(3)

IV. PLAN "A" ON-HAND EQUIPMENT COVERED BY P.M.S. , R.S.R. AND T.S.S. (cont.)

Radio Equipment (Mobile & Portable & Chargers & MDT)

i. . VRM 850 Modems---(35)
i. HT750 Rack Chargers---(5)
ii. HT750 UHF Portable Radio & Single Unit Chargers-----------------------------------(24)
iii. APX Portable Radio Rack Unit Chargers--(24)
iv. APX Portable Radio Single Unit Chargers---------------------------------------(24)
v. XTS Portable Radio Rack Unit Chargers---------------------------------------(250)
vi. XTS Portable Radio Single Unit Chargers-------------------------------------(500)

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vii. XTL1500 1-piece Mobile Radio UHF-- (120)
viii. XTL2500 1-piece Mobile Radio UHF--(1279)
ix. XTL2500 2-piece Mobile Radio UHF--(723)
x. XTL5000 2-piece Mobile Radio UHF--(80)
xi. XTS1500 Portable Radio ---(210)
xii. XTS2500 Portable Radio---(2623)
xiii. XTS5000 Portable Radio---(30)
xiv. APX7000 Portable Radio--- (70)
xv. MW810---(100)
xvi. Panasonic Toughbooks---(450)

V. PLAN "A" – INAPPROPRIATE DAMAGE

If it is felt that the damage to any equipment in the maintenance agreement is outside the realm of mil spec wear & tear as a result of inappropriate use, intentional damage, or criminal conduct, the Communications Bureau will be notified immediately and prior to any repairs being made. At such time, agreement between the Communications Bureau and the Contractor will be made on appropriate repairs and the billing of repairs.

VI. PLAN "A" - SYSTEM SOFTWARE UPGRADES

1. Agreement to include annual subscription renewal on current equipment and Support on future equipment where applicable.

    i. XTS2500 Portable
    ii. XTL2500 Mobile Radio
    iii. XTL1500 Mobile Radio
    iv. XTS1500 Portable Radio
    v. APX7000 Portable Radio
    vi. APX8000 Portable Radio
    vii. APX7500 Mobile Radio
    viii. APX8500 Mobile Radio

Plan "A" Contract price

1) Cost per month for 12 months $ 106,747.26
2) Total Cost per year $ 1,280,967.08

Battery Replacement

Portable Batteries:

All batteries used with any Motorola Portable Radio is to be replaced annually for the life of the contract (including contract renewals). For additional battery purchases the contractor is to supply cost schedule for the quantity discount valid for at le[illegible] .2-month period. The annual battery replacement shall be above and beyond the monthly charges indicated in this contract.

3 XTS1500 portable batteries at a cost of $see below each for a total cost of 3B) $____________ annually.

4A) XTS2500 portable batteries at a cost of $see below each for a total cost of 4B) $____________ annually

5A) XTS5000 portable batteries at a cost of $see below each for a total cost of 5B)) $____________ annually

6A) APX7000 portable batteries at a cost of $see below each for a total cost of 6B) $____________ annually

*Nassau County procures batteries through Customer Hub in accordance with the New York State OGS PT67405 discounted contract rates.

Plan "B" Extra Costs, Time & Material

Plan "B" Time & materials. For Repairs or Installations not covered in Plan "A" maintenance.

Relocating Equipment:

7	For STRIP of Dash Mount 1 PC Mobile Radio	$ 113.70
8	For Installation of dash mount 1 PC Mobile Radio	$ 233.70
9	For STRIP of In-vehicle Computer	$ 80.34
10	For Installation of In-Vehicle Computer	$ 240.70
11	For STRIP of Remote Mount 2 PC Mobile Radio	$ 140.28
12	For INSTALLATION of Remote Mount 2 PC Mobile Radio	$ 334.32
13	For STRIP of IN-Vehicle Charger	$ 113.70
14	For INSTALLATION of In-Vehicle Charger	$ 233.90
15	For STRIP of VRM	$ 113.70
16	For INSTALLATION of VRM	$ 233.70
17	For STRIP of Docking Station	$ 80.34
18	For INSTALLATION of Docking Station	$ 240.70
19	For STRIP & INSTALLATION of Mobile Subscribers without cables and harness	$ 86.82
20	For STRIP & INSTALLATION of Printer with armrest	$ 86.82
21	For STRIP & INSTALLATION of all Mobile charges for liquid and physical damage	$ 86.82
22	For STRIP of (bundle) In-Vehicle Computer/VRM/Docking Station Printer/Armrest	$ 252.78
23	For INSTALLATION of (Bundle) In-Vehicle Computer/VRM/Docking Station Printer/Armrest	$ 547.56
24	For STRIP of Disguised Antennas	$ 86.82
25	For INSTALL of Disguised Antennas	$ 233.90
26	For STRIP of Glass Mount antennas	$ 80.34
27	For INSTALLATION of Glass Mount antennas	$ 140.28
28	For ENGRAVING	$ 22.65
29	For PROGRAMMING of Mobile & Portable Radio	$ 31.95

L BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

IDDER SIGN HERE ______________ **BIDDER**   Vice President, Northeast Region **TITLE**

A itional equipment to be covered.

Item 30: Installation of Motorola XTL-1500 APX4500 APX8500 or similar $ 334.32
Flat rate for all labor required for complete installation (power, NMO antenna mount installation, mic holder, etc.) of XTL-1500 or similar

Item 31: Removal of Motorola XTL-1500APX4500 APX8500 or similar $ 140.28
Flat rate for all labor required for complete removal (power, NMO antenna mount, mic holder, etc.) of XTL-1500 or similar

Item 32: Plan B Regular Labor $ 200.00
Regular hourly labor (7:00 AM to 3:30 PM, Monday through Friday) required for any job not covered under items one or two
Partial hours will be paid in quarter hour increments

Item 33: Plan B Overtime Labor $ 300.00
Overtime hourly labor (outside the hours and days of 7:00 AM to 3:30 PM, Monday through Friday) required for any job not covered under items one or two
Partial hours will be paid in quarter hour increments

Item 34: Plan B Holiday Labor $ 400.00
Holiday hourly labor (any time on any official County holiday) required for any job not covered under items one or two
Partial hours will be paid in quarter hour increments

Item 35: Materials, Parts, and Supplies +/- 25 %
Cost plus/minus for any materials, parts, or supplies needed to complete any installations or removals

Item 36: Two-Way Radios +/- 25 %
Cost plus/minus for the purchase of an XTL-1500, XTS-1500 mobile radios APX4500 APX8500 portable radios APXNEXT and N30's or similar

Item 37: Radio Programming $ 31.95
Flat rate for programming of XTL-1500, XTS-1500 mobile radios APX4500 APX8500 portable radios APXNEXT and N30's or similar.

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Equipment to be covered for the Office of Emergency Management

38)	M37TSS9PW1AN	APX8500 ENHANCED ALL BAND $
39)	G806BL	ENH: ASTRO DIGITAL CAI OP APEX $
40)	UUU G48	ENH: CONVENTIONAL OPERATION APX6500 $
41)	GA00580AA	ADD: TDMA OPERATION $
42)	GA01670	ADD: APX E5 CONTROL HEAD $
43)	H1919A	MULTIPLEXER $
44)	G296	ADD: 1/4 WAVE WHIP ROOF TOP 136-144 $
45)	G335	ADD: ANT 1/4 WAVE 762-870 MHZ $
46)	G426	ADD: ANT 1/4 WAVE WHIP 450-470 MHZ $
47)	W22BA	ADD: STD PALM MICROPHONE APX $
48)	W432AG	ADD: SPKR 13W $
49)	GA00318AF	ENH: 5 YEAR ESSENTIAL SERVICE $
50)	G67DT	ADD:REMOTE MOUNT $
51)	GA01630AA	ADD: SMARTCONNECT $
52)	M25URS9PW1BN	APX6500 ENHANCED 7/800 MHZ $
53)	GA00580AA	ADD: TDMA OPERATION $
54)	G806BL	ENH: ASTRO DIGITAL CAI OP APX $
55)	G51AT	ENH: SMARTZONE OPERATION APX $
56)	QA01648AA	ADD: ADVANCED SYSTEM KEY - HW KEY $
57)	G361AH	ADD: P25 TRUNKING SOFTWARE $
58)	G996AS	ENH: OVER THE AIR PROVISIONING $
59)	W969BG	ENH: MULTIKEY (ADP SW ALGORITHM ONLY) $
60)	GA01670	ADD: APX E5 CONTROL HEAD $
61)	G335	ADD: ANT 1/4 WAVE 762-870 MHZ $

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Vice President, Northeast Region
TITLE

62)	G444AE	ADD: CONTROL HEAD SOFTWARE	$
63)	G67DT	ADD:REMOTE MOUNT	$
64)	QA03399AA	ADD: ENHANCED DATA	$
65)	GA09008AA	ADD: GROUP SERVICES	$
66)	W22BA	ADD: STD PALM MICROPHONE APX	$
67)	W432AG	ADD: SPKR 13W	$
68)	GA00318AF	ADD: 5Y ESSENTIAL SERVICE	$
69)	GA01767AK	ADD: APX MOBILE RADIO AUTH	$
70)	G843AH	ADD: AES	$
71)	GA01630AA	ADD: SMARTCONNECT	$
72)	H55TGT9PW8AN	APX NEXT; ALL-BAND MODEL 4.5 PORTABLE	$
73)	BD00001AA	ADD: CORE BUNDLE	$
74)	BD00010AA	ADD: SECURITY BUNDLE	$
75)	LSV01S03082A	Radio Central	$
76)	LSV01S03446A	DEPOT 5 YEAR	$
77)	SSV01S01407A	APX NEXT SMART PROG	$
78)	SSV01S01406A	APX NEXT SMART CONNECT	$
79)	PMNN4486A	SPARE BATTERY	$
80)	NNTN9199A	SINGLE UNIT CHARGER	$
81)	PMMN4135A	SPEAKER MIC	$
82)	QA003799AA	LEATHER CASE	$
83)	PMMN4141A	BLUETOOTH SPEAKER MIC	$
84)	PMPN4639B	VEHICLE CHARGER	$
85)	H1902A	03 CH (PACKAGE FOR E5 HEAD)	$
86)	GA01289AA	ADD: PWR CBL MP RADIO REMOTE.	$
87)	W22BA	ADD: STD PALM MICROPHONE APX	$
88)	W432	ADD: SPKR 13W	$

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TITLE

89)	G610AC		ADD: REMOTE MOUNT CBL 30 FEET	$
90)	GA01670		ADD: APX E5 CONTROL HEAD	$
91)	NTN9858C		XTS BATTERY	$
92)		NYS OGS LABOR	APX RADIO PROGRAMMING	Hourly Rate $
93)		NYS OGS LABOR	MOBILE RADIO INSTALLATION	Hourly Rate $

PLAN B continued (TIME AND MATERIALS) PRICING SCHEDULE:

LABOR BETWEEN THE HOURS OF 9:00 A.M. AND 5:00 P.M. MONDAY THROUGH FRIDAY:

94) MINIMUM/CALL OUT CHARGE (IF ANY) (INCLUDES 4 hours

$ ______

95) REGULAR HOURLY RATE at $ 200.00 /hr.

96) EACH ADDITIONAL QUARTER HOUR at $ 50.00 /¼ hr.

97) TRAVEL TIME (IF ANY) zero

98) MILEAGE (IF ANY) zero

PARTS:

99) MANUFACTURER'S LIST PRICE (MLP) LESS 25 %

100) COST PLUS % 25 %

Vendor agrees, if requested, to provide the user department, the County Comptroller, or authorized representative of the Purchasing Department with copies of such manufacturer's list price. The cost plus rate stated above will be paid only when there is no manufacturer's list price, and when billing is accompanied by a written notice from the part manufacturer advising that it does not issue price lists or that the particular item(s) in question do not have a list price.

WARRANTY PERIOD: On Service, Repair Rendered

PARTS: 360 days

LABOR: 120 days

OVERTIME RATES: All other times (after 5:00 PM or before 9:00 AM Monday through Friday, or any time on Saturday or Sunday.

101) MINIMUM CHARGE (IF ANY) $ 4 hours

10 REGULAR HOURLY RATE at $ 300.00 /hr.

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Vice President, Northeast Region
TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
93972-06195-141

1(EACH ADDITIONAL QUARTER HOUR at $ 50.00 / ¼ hr.

RESPONSE TIME 4 HRS

Rigging Costs:

In the event that a subcontractor is needed to perform work, prior approval must be granted by the County, which under normal conditions should include two (2) competitive quotes before work can be assigned. In the event extenuating circumstances a second (2^{nd}) quote may not be required. Minimum charge, regular hourly rate and per diem charges will be based on prevailing subcontractor rates plus will be billed at prevailing rate no mark-up will be allowed.

Replacement of Radio Accessories (Including but not limited to leather radio holsters, leather radio belt loops, radio case T-Straps, radio antennas etc):

104) Percentage discount from mfg. list price 25 %

Where there is no list price will be billed at cost no mark-up will be allowed

Replacement of Infrastructure Batteries:

Prorated discount from mfg. List price based on installation date

105) Microwave 25 %

106) UPS 25 %

107) Generator 25 %

Claims:

Contractors are hereby advised that to insure and facilitate payment, the following information must accompany the Contractor's claim

Time sheets signed by authorized County personnel. Time sheets shall show travel time, if any, time of arrival, time of departure and hours worked.

Detail of parts used:

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

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TITLE

If parts used are regularly carried in stock and manufacturer's price list are used to price repair invoices, the Contractor should furnish a copy of the price list to the Department of Purchasing.

If parts are purchased to complete the repair, photocopies of the invoices must be furnished with the claim.

For removals and installations of Mobile Radios/In-Vehicle Computers/In-Vehicle Chargers/VRM's in vehicles the following information must be on all work tickets in order to process for payment:

1 Vehicle number
2 Fleet Service Bureau number of vehicle worked on
3 date work was completed
4 Type of work (Install and/or Removal)
5 Description of item(s) installed/removed (In-Vehicle Computer, In-Vehicle Charger, Mobile etc)
6 Serial number(s) of item(s) installed/removed (need a serial number for each of the items if more than one.
7 If parts are supplied they are always under service agreement unless clearly marked as physical damage replacement. If they are physical damage replacement work ticket must clearly have marked authorization from a designated Communications Bureau personnel.
8 Name of technician completing work
9 Every work ticket must have the signature and printed last name of the police officer or police department member that is picking up the vehicle upon completion of the work

County Claims Forms shall be submitted monthly in arrears directly to the using agencies supported by vouchers signed by County personnel attesting to the satisfactory completion of the required services as heretofore specified.

Invoices for Plan "B" work must be submitted directly to the using agency within 90 days of completion of work with appropriate backup paperwork and completed County Claim Form.

MOTOROLA SOLUTIONS

Section 2

Exceptions and Clarifications

Radio Maintenance and Repair | June 19, 2025

County of Nassau State of New York

Bid Number 28760-06195-141

Table of Contents

Section 2

Exceptions and Clarifications

Pursuant to the second to the last paragraph on Page 25, of the Formal Sealed Bid Proposal 93972-06195-141 which states, "Bidders may take exception to paragraphs of the bid under a separate cover letter to be attached to this bid, indicating the specific bid page, paragraph and the exception(s).", Motorola's exceptions and/or clarifications to the bid are as follow:

-Page 1

"In executing this bid, the bidder warrants that the prices submitted herein are not higher than those offered to any governmental or commercial consumer for like deliveries. The prices herein should not include any federal excise taxes or sales taxes imposed by any state or municipal government. Such taxes, if included, must be deducted by the bidder when submitting bid. Bidders are requested to also read the terms and conditions."

Exception. Motorola Solutions builds and services communication systems that do not fit within a standard conventional pricing framework. Due to the unique pricing specifications for services, Motorola cannot guarantee that the pricing offered in this proposal is no higher or lower than prices offered to other customers.

-Page 2

Section 22 Guarantees By Bidder

Comply with Clarification. This project will not include the provision of any intellectual property and in no event will Motorola indemnify customer for any un-copyrighted compositions, secret processes or any unpatented invention, article or appliance. Motorola will indemnify the customer for patent or copyright infringement only under the following provisions and requests that they be substituted in this section of the contract:

> Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded

against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

This Section provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section are subject to and limited by the restrictions set forth in the Limitation of Liability section proposed by Motorola.

Section 22 e. Insurance

Comply with Clarification. Motorola Solutions, Inc. requests that this section be modified as follows: To carry proper insurance in the reasonable opinion of the Director, and approved by the County Attorney to protect the County from loss in case of accident, fire and theft.

Section 22 f.

Comply with Clarification. Please see response below to "Indemnification" on page 11 of the Formal Sealed Bid Proposal.

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Disclosure Statement

10-K Form Required for publicly traded corporation. See attached document, "Form 10-K and Executive Officers of the Registrant". The link to the 10-K is below.
https://www.sec.gov/ix?doc=/Archives/edgar/data/0000068505/000006850525000012/msi-20241231.htm

-Page 4

Qualification Statement, Question 5:

Comply with Clarification. Motorola Solutions, Inc. ("Motorola") is a Fortune 500 company with billions of dollars in annual sales. Considering this sales volume, instances may occur in the ordinary course of business where disputes with customers, including governmental agencies, are raised concerning contract performance. After due inquiry, to its best knowledge and belief, Motorola is not aware of having failed to complete any work that had been awarded to us.

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Indemnification

Comply with Clarification. Motorola requests that this section be modified as follows:

Contractor agrees to indemnify and hold harmless County and its agents, officers, and employees, from and against any and all losses, costs, expenses **(including reasonable fees and expenses of attorneys including attorneys' fees and disbursements),** damages and liabilities arising out of ~~**or in connection any**~~ **Contractor's gross negligence or willful misconduct, while performing its duties under this Agreement, except to the extent the claim arises from Customer's negligence or willful misconduct** ~~**omissions of Contractor, its officers, agents or employees, provided, however that**~~ Contractor shall not be responsible for that portion, if any, of a loss that is caused by the negligence of the County; and **provided, further, that Contractor shall not be liable for consequential, indirect or special damages. Motorola's duties under this section are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise to the extent allowed by applicable law; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Claim.** ~~**Contractor shall, at County's demand and at County's direction, defend at its own risk and expense any and all suits, actions or legal proceedings which may be brought against County, its agents, officers or employees in connection with a loss for which Contractor is responsible under this paragraph.**~~

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Business History Form, Questions 13 through 16 -0

Question 13

To the best of its information and belief, Motorola Solutions, Inc. ("Motorola") and its subsidiaries are not currently the subject of a criminal indictment or of a criminal proceeding in any court. Motorola is a Fortune 500 company with billions of dollars in annual sales globally, employing approximately 16,000 workers worldwide and having tens of thousands of shareholders. As is normal for such companies, Motorola and its subsidiaries have been a party to many civil lawsuits over the last five (5) years. These suits have made many different legal and factual claims and have put forward many alleged legal theories seeking damages or other legal relief against Motorola. Motorola does not maintain a detailed history of such cases or their outcomes, nor does it maintain a listing of all allegations made therein, and therefore cannot provide the same. As a publicly traded company, however, Motorola files an annual report Form 10-K with the SEC and describes therein certain litigation that is material for disclosure under SEC rules. Please see Item 3, Legal Proceedings of the SEC filings: http://investors.motorolasolutions.com/Docs

Question 14 (a)-(e)

No, to the best of Motorola Solutions' knowledge and belief.

Question 15

No, to the best of Motorola Solutions' information and belief.

Question 16

No. Motorola Solutions, Inc. ("Motorola") is a Fortune 500 company with billions of dollars in annual global sales. Motorola certifies it has filed all required tax returns and has paid applicable federal, state, and local taxes or other assessed charges in Nassau County and the State of New York. However, with customers expanding in numerous jurisdictions both nationally and internationally, Motorola is not prepared to make such certification beyond Nassau County and the State of New York at this time.

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Payment

Motorola clarifies that all services invoices will be submitted monthly in advance of the service period. Invoices shall be electronically submitted via email each month. Invoices will agree back in detail provided on the quote. Since this is a fixed price contract, hours and hourly rates will not be provided.

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Warranty

Warranty period on Service Contract for parts and labor is 90 days or pursuant to Motorola's warranty statements included in its manual end-user guides and the Maintenance, Support, and Lifecycle Management Addendum.

Reduction in Prices

Comply with Clarification. Motorola Solutions agrees the county shall, immediately upon effect, receive the benefit of any price reductions, for like items or services, listed on the Motorola Solutions, INC. New York State OGS contract.

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Comprehensive and General Liability and Hold Harmless

Comply with Clarification. See clarification to General Indemnification, page 11 above.

Insurance and Workers Compensation Requirement.

Comply with Clarification. Motorola Solutions, Inc. requests that this section be modified as follows:

The Contractor shall obtain from an insurance company authorized to do business in the State of New York, and keep in force during the term of any agreement, a policy of Commercial General Liability Insurance naming the Contractor as an insured, and including the County of Nassau as an additional insured, including, but not limited, to the torts and negligence of Contractor's personnel, with a combined single limit of three million dollars ($3,000,000.00) for bodily injury and property damage for any one occurrence and aggregate at the Contractor's sole cost and expense.

The Contractor shall comply with all provisions of the Workers' Compensation Law and shall furnish a certificate showing evidence of current coverage.

Bidder shall list below the Insurance Company(s) holding the following documents:

Certificate of Insurance including the County of Nassau as additional insure after contract execution:

Nassau County Must be included as an additional insured with respect to the general liability policy.

INSURANCE AND WORKERS COMPENSATION: The successful bidder agrees to obtain from an insurance company, authorized to do business in the State of New York, and keep in force during the term of any agreement, a policy of Commercial General Liability Insurance naming the Contractor as an insured, and including the County of Nassau as an additional insured, including but not limited to the torts and negligence of Contractor's personnel, with a combined single limit of three million dollars ($3,000,000.00) for bodily injury and property damage for any one occurrence and aggregate at the Contractor's sole cost and expense.

The Contractor shall comply with all provisions of the Workers' Compensation Law and shall furnish a certificate showing evidence of current coverage.

~~**PRODUCT LIABILITY INSURANCE:** The successful bidder agrees to obtain from an insurance company authorized to do business in the State of New York, and keep in force during the term of an agreement, a policy of Product Liability Insurance, including foreign objects, with a combined minimum single limit of one million dollars ($1,000,000.00) for each occurrence, at the Contractor's sole cost and expense, and shall furnish a certificate showing evidence of current coverage.~~

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Non Performance

Comply with Clarification. See attached Service Terms and Conditions.

Disclaimer

Comply with Clarification. Motorola requests that any blanket purchase order that may be issued as a result of the bid contain those terms and conditions as negotiated and finally agreed to by the parties. If a Blanket Purchase Order is issued, Nassau County will provide another item to show the County is bound to the purchase and Motorola can move forward with delivering the scope.

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Access Clause

Comply with Clarification. Motorola acknowledges that the County has the right to inspect certain Motorola books and records for the purpose of verifying performance in accordance with the terms of the contract. Customer's inspection is limited to the verification of shipment or service to invoices and receipts. After Customer provides thirty days' written notice, Customer may send a representative to a Motorola facility during normal business hours to conduct such limited reviews or at Customer's request Motorola will provide copies of specific documents to Customer's location for its review. Motorola books and records provided to Customer pursuant to this provision shall not be used, duplicated or disclosed to any other third party without the express written permission of Motorola. In no circumstances will Motorola be required to create or maintain documents not kept in the ordinary course of Motorola business operations, nor will Motorola be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary to Motorola.

Termination Prerogative

Comply with Clarification. Motorola clarifies if the contract is terminated for any reason other than Motorola's default, the customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

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Comply with Clarification. Motorola understands that it may take exceptions or clarifications to the bid based on the statement on page 25. "Bidders may take exception to paragraphs of the bid under a separate cover letter to be attached to this bid, indicating the specific bid page, paragraph and exception(s). In any event, the decision of the Director will be final." As such, Motorola understands that any final terms and conditions will be those as negotiated and agreed to by the Parties and take precedence over this bid.

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General Conditions

Comply with Clarification. Motorola requests that this section be modified to state that the parties mutually agree that the contract will be performed in accordance with the general provisions, specifications, terms and conditions as negotiated and finally agreed to by the parties.

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New York Labor Law – Prevailing Wage

Comply with Clarification. To the best of Motorola's understanding of Customer's requirements, Motorola Solutions, Inc. ("Motorola") will have no employees performing work under the Contract in the labor categories described in the Prevailing Wage Schedule. Therefore, the Prevailing Wage Schedule is not applicable to Motorola's performance under the Contact. The requirement for payment of prevailing wages, including the Prevailing Wage Schedule and certified payroll will be flowed down, to the extent applicable, to Motorola subcontractors.

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Record Retention

Comply with Clarification. Motorola acknowledges that the County has the right to inspect certain Motorola books and records for the purpose of verifying performance in accordance with the terms of the contract. Customer's inspection is limited to the verification of shipment or service to invoices and receipts. After Customer provides thirty days' written notice, Customer may send a representative to a Motorola facility during normal business hours to conduct such limited reviews or at Customer's request

Motorola will provide copies of specific documents to Customer's location for its review. Motorola books and records provided to Customer pursuant to this provision shall not be used, duplicated or disclosed to any other third party without the express written permission of Motorola. In no circumstances will Motorola be required to create or maintain documents not kept in the ordinary course of Motorola business operations, nor will Motorola be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary to Motorola.

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Section 7. Motorola clarifies that any modification to the financial terms of the contract will be in writing and mutually agreed to by both parties.

-Page 37-44

I. Two Way Radio & Mobile Data Maintenance And Repair

1. Clarification: Page 37 - 44 Due to the age of the following equipment services are provided using commercially reasonable efforts, and without guarantee that these services will resolve problems or restore operation of the network or products. Motorola Solutions reserves the right to cancel a service without notice which may become unavailable due to non-recoverable equipment failure.
    a. The following is a list of that equipment:
        - Aviat TruePoint microwave
        - MotoBridge
        - Quantar base stations
        - S2500/S2600 routers
        - Panasonic Mobile Data Terminals
        - Astrotac comparators
        - Digitac comparators
        - 9600 Site Controllers
2. Clarification: The following services are included in the price although not specified but required by Nassau County:
    a. Tower Light Monitoring
    b. Local Device Support for the Villages
    c. BDA Maintenance and Repair North and South Jail
    d. FM Fire Suppression System Annual Inspection, Island Park
    e. RF Site Fire Extinguisher Annual Inspection
    f. Junior System Manager

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II. Plan "A" Preventative Maintenance

1. Clarification: Page 39 Item 3 Line 1 "contractor shall include subscriber preventative maintenance once every two years."
2. Clarification: Page 39 System Infrastructure. The following equipment is priced at $0.00 because it is no longer supported and no longer needed on the contract:
    a. Aviat Constellation Microwave
    b. MSF5000 base station
    c. RNC
    d. Radio IP
    e. Mobile Data Terminal modems (VRM)
    f. Eye wash stations
    g. MW810 Mobile Data Terminal
    h. First Echelon Support of Panasonic Toughbooks
    i. HT750
    j. STR3000 Base Stations
3. Clarification: Page 40 Item 5 Line 2 "The successful contractor will be required to submit a schedule to accomplish all preventative maintenance and PMS forms on the above-described equipment to be performed once every two years."
4. Clarification: Page 41 Item 4.iii If required, contractor will supply site at Nassau County's expense.
5. Clarification: Page 41 Section Service, Maintenance, Replacement and Repairs Item ii UPS Systems and UPS Batteries UPS equipment located at NUMC, Liebert Units, 2 Firecom Units.
    a. Clarification: Page 41 Fixed Site Equipment Item iii (generators and HVACs). HVAC equipment includes fifty three (53) located at all RF sites. Two (2) preventative maintenance visits are included. In the event that repairs are needed outside the scope of the scheduled preventative maintenance, a budget of $58,000.00 is included. Any unutilized funds do not carry over to the next year. After which a prevailing T&M rate will apply which is applicable under the terms and conditions of the County's "Plan B - Extra Costs, Time and Material.
        i. The monthly HVAC charge to the County is for Preventative Maintenance only. This maintenance will cover the following:

1. Check all belts and drives
2. Lubricate all bearings if necessary
3. Supply and install new standard filters
4. Visually check electrical connections and controls
5. Check operation of condensation pumps
6. Clean condensation pans and lines
7. Visually check for refrigerant leaks
8. Check operation of all controls
9. Brush down coils
10. Check the operation of humidifiers.

b. Clarification: Page 41 Fixed Site Equipment Item iii (generators and HVACs) The monthly Generator charge to the County is for Preventative Maintenance only. In connection with the performance of these inspections Nassau County Police Department agrees to furnish at its expense the following parts and supplies: engine motor oil, filters and spark plugs. In the event that the repairs are needed outside of the scope of the scheduled preventative maintenance, a repair budget of $50,000.00 is included. Any unutilized funds do not carry over to the next year. After which a prevailing T&M rate will apply which is applicable under the terms and conditions of the County's "Plan B - Extra Costs, Time and Material. The preventative maintenance will cover the following:

    1. One inspection, consisting of one checkup and one tune up of equipment described

        a. Inspection and Repairs - The Company, during normal business hours, shall perform inspections of the equipment for the duration of this agreement. Said inspections shall be limited to the following as applicable.

            i. Engine Lubrication Systems - visually check for leaks. Filters will be changed every twelve months or 150 hours operating hours whichever occurs first. Operating hours include exercise cycles of not more than 100 hours per year, combined with all required usage due to loss of commercial power, or other emergency situations.

            ii. Engine Air Cleaners

                1. Wet type: clean once per year.
                2. Dry type: clean or replace filter as needed.

iii. Ignition Systems: Check magneto, and set timing if needed.

iv. Governor: Check and set speed, sensitivity and oil level.

v. Engine Cooling System: check general condition; check anti-freeze, check coolant level, pressure test system. Check belts and hoses.

vi. Engine Electric System: Load test battery, clean and inspect battery posts and cables. Check alternator belts. Check battery charger for proper operation.

vii. Engine Exhaust System: Visually check for leaks, corrosion, and check condensation trap and muffler condition.

viii. AC Generator: Visually inspect generator condition.

ix. Instrumentation: Check all instruments for proper operation. Check timers and relays for proper operation, check safety circuits, shutdowns, and alarm systems.

x. Run Engine Upload: At Customer's request and presence, transfer load to generator set and make adjustments if needed.

2. System Wide Sub Site Major Generator Preventative Maintenance

   a. Service Call / Maintenance Check (Major pm). Inspections and tests on start system, generator and control system, in take and exhaust system, lubrication system, coolant system, and transfer switch. Replace engine oil and oil filter. Clean unit.

   b. Belts Replacement: Disassemble parts of generator unit and remove all old drive belts; replace with new. Reassemble and test run unit to ensure proper operation with new components.

c. Clarification: Page 41 Fixed Site Equipment Item iii (generators and HVACs). Generator Rental 70kw. This service covers three (3) one week generator rental for 70kw generator. Initial fueling is included, the cost of additional refueling will be at the responsibility of the County.

   i. Included:

      1. Rental charge

      2. Replacement Insurance

      3. Cable Rental

4. Delivery and pick up
5. 200 hours run time per week
6. Preventative maintenance (250Hrs)
7. Initial fueling
8. Three rentals for one week each

ii. Excluded:

1. Service, Parts, Materials
2. Expenses to repair damage caused by abuse, accident, theft, acts of a third party, forces of nature or altering the equipment.
3. Cost to correct any fines related to diesel tank conditions as previously identified. Cost to correct any HealthDepartment violations is the sole responsibility of The County.

6. Clarification: Page 44 Item V Plan "A"-Inappropriate Damage-it is felt that the damage to any equipment in the maintenance agreement is outside the realm of mil spec wear & tear as a result of inappropriate use, intentional damage, acts of God, or criminal conduct, the Communications Bureau will be notified immediately and prior to any repairs being made.

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<u>VI. Plan "A" - System Software Upgrades</u>

1. Clarification: Page 44 Item 1 The software included is Customer Programming Software (CPS). Subscribers that are eligible must be currently supported by Motorola's repair depot.

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<u>Plan "B" Extra Costs Time & Material</u>

1. Clarification: Page 45 Item 29 Programming of Mobile & Portable Radio. Programming covers the Nassau County Police mobile and portable radios.
2. Clarification: Page 45 Battery Replacement - Nassau County procures batteries through Customer Hub in accordance with New York State OGS PT67405 discount rates.
3. Clarification: Page 45 Relocating Equipment Item 15 For Strip of VRM: VRM is replaced with USB HUB
4. Clarification: Page 45 Relocating Equipment Item 16 For Installation of VRM: VRM is replaced with USB HUB

5. Clarification: Page 45 Relocating EquipmentItem 22 For Strip of (Bundle) In-Vehicle Computer/VRM/Docking Station Printer/Armrest: VRM is replaced with USB HUB

6. Clarification: Page 45 Relocating EquipmentItem 23 For Installation of (Bundle) In-Vehicle Computer/VRM/Docking Station Printer/Armrest: VRM is replaced with USB Hub

7. Clarification: Page 49 Regular hourly rate as of 5/21/2025 is $200.00 (overtime rate is $300,00) based on the published rates of the New York OGS PT67405 State Contract. Moving forward Motorola Solutions will continue to honor the New York OGS hourly pricing at the time of request.

8. Clarification: Equipment to be Covered for the Office of Emergency Management. The APX8500, APX6500 and APXNEXT radios are covered under the warranty terms of the previous purchased terms and subject to current published flat rate repair price. Flat rate repair price is revised on a yearly basis.

MOTOROLA SOLUTIONS

Section 3

Terms and Conditions

Radio Maintenance and Repair June 19, 2025

County of Nassau State of New York

Bid Number 28760-06195-141

Table of Contents

Section 3

Terms and Conditions

Motorola Solutions Customer Agreement

This Motorola Solutions Customer Agreement (the "MCA") is entered into between Motorola Solutions, Inc., and affiliated companies, with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 ("Motorola") and the entity purchasing Products (as defined below) from Motorola ("Customer"). Motorola and Customer will each be referred to herein as a "Party" and collectively as the "Parties". This Agreement (as defined below) is effective as of the earlier of (a) the first purchase of a Product from Motorola, and (b) the date of the last signature on the Agreement (the "Effective Date").

1. Agreement.

1.1. Scope; Agreement Documents. This MCA 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 within this MCA (each an "Addendum", and collectively the "Addenda"). This MCA, 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 with respect to conflicting terms in the Agreement, but only as applicable to the Products described in such Addendum. The Proposal will control with respect to conflicting terms in the MCA 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 (if any) specified in a Proposal or otherwise approved by Motorola in writing (email from an authorized Motorola signatory accepted), which 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, whether devices, software, or infrastructure, and requires Integration Services to deploy such radio Product at a Customer Site or onto any Customer-Provided Equipment or Equipment provided to Customer.

"Contract Price" or **"Fees"** means the charges applicable to the Products, excluding applicable sales or similar taxes and freight charges.

"Confidential Information" means any and all non-public information provided by one Party to the other that is disclosed under this Agreement in oral, written, graphic, machine recognizable, or sample form, being clearly designated, labeled or marked as confidential or its equivalent or that a reasonable business person would consider non-public and confidential by its nature. With respect to Motorola, Confidential Information will 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 DPA.

"Customer-Provided Equipment" means components, including equipment and software, not provided by Motorola which 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 DPA is incorporated into and made a part of this Agreement for all purposes pertaining to the contents of the DPA. Where terms or provisions in the Agreement conflict with terms or provisions of the DPA, the terms or provisions of the DPA will control with respect to the contents of the DPA.

"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 by which 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, deployment, 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 which 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 break/fix 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, which Motorola has developed or licensed from third parties (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, or derivative works of the foregoing, whether made by Motorola or another party). Products, Motorola Data, Third-Party Data (as defined in the DPA), and Documentation, are considered Motorola Materials.

"Non-Motorola Materials" means collectively, 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 only), depending on the Products purchased by Customer.

"Products" or **"Product"** is how 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 any 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 & Support Services, and Lifecycle 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 DPA.

"Site" or **"Sites"** means the location where the Integration Services, Lifecycle Management Services, or Maintenance and Support Services will take place.

"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, 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 any 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 MCA which will commence on the Effective Date and continue until six (6) months after the later of (a) the termination, expiration, or discontinuance of Services under the last

Proposal in effect, or (b) the expiration of all applicable warranty periods, unless the MCA is earlier terminated as set forth herein.

3. Products and Services

3.1. Products. Motorola will sell (a) Equipment, (b) licenses to Licensed Software, and (c) 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. All 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 (a) Integration Services at the applicable Sites, agreed upon by the Parties, or (b) Maintenance and Support Services or Lifecycle Management Services, each as further described in the applicable SOW. Terms applicable to Maintenance, Support and Lifecycle Management can be found in the Maintenance, Support and Lifecycle Management Addendum.

3.2.3. Service Proposals. The Fees for Services will be set forth in Motorola's Proposal. A Customer point of contact may be set forth in the applicable SOW for the Services.

3.2.4. Service Completion. Services described in a Proposal will 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, systems or operations; network security assessment or network monitoring; software 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 below links:

Mobile Video Products, such as LPR cameras, bodycams, or vehicle cameras, and related software

Drone related Products

Comparison Manager

Data licensed from Motorola

3.4. Non-Preclusion. If, 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, nothing 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. If any assumptions in the Proposals 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 will be owned by Motorola, unless otherwise expressly stated in a Proposal that certain Documentation will be owned by Customer. Motorola hereby grants Customer a limited, royalty-free, worldwide, 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 will 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, will return to Motorola all such tools and equipment in its possession or control.

3.8. Authorized Users. Customer will ensure its employees and Authorized Users comply with the terms of this Agreement and will be liable for all acts and omissions of its employees and Authorized 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 Authorized Users will not access or use the Products in any Prohibited Jurisdiction, and Customer will not provide access to the Products to any government, entity, or individual located in a Prohibited Jurisdiction. Customer represents and warrants that (a) it and its Authorized 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; (b) it and its Authorized Users are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) Customer will not permit its Authorized Users to access or use the Products or Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) Customer and its Authorized Users will comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which Customer, its 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 by means of the Change Order will 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, if the Products are purchased as a Subscription, the Subscription commences upon delivery of, or 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 will each be referred to herein as a "Subscription Term".) Motorola may increase Fees prior to any 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 breaches 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 terminable as set forth therein.

4.3. Termination for Non-Appropriation. In the event any identified funding is not appropriated or becomes unavailable, 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 conforming 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: (a) the related Product license has expired or has terminated for any reason; (b) the applicable Product is being used on a hardware platform, operating system, or version not approved by Motorola; (c) Customer fails to make any payments when due; or (d) 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 all 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 will have the right to invoice Customer for, and Customer will pay, the amount of the discount to the published list price for the Product or such other amount set forth in writing. This Section will 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 of $__________, excluding taxes, is fully committed and identified, including all subsequent years of any contracted Services. The Customer will pay all invoices as received from Motorola subject to the terms of this Agreement and any changes in scope will be subject to the change order process as described in this Agreement.

Motorola acknowledges the Customer may require the issuance(s) 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 will 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 will be set forth in the applicable pricing schedule. The Fees for any Products exclude expenses associated with unusual and costly Site access requirements (e.g., if Site access requires a helicopter or other equipment), tariffs, fluctuations in the costs of energy, raw materials, and fuel. Motorola reserves the right to equitably adjust the Fees for these expenses upon written notice to Customer. Customer will 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, sales, 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 by law, unless otherwise specified in a Proposal. If Motorola is required to pay any Taxes, Customer will 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 will be solely responsible for reporting taxes on its income and net worth.

5.4. Invoicing. Motorola will invoice Customer as described in this Agreement and Customer will pay all 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 will be subject to interest charges at the maximum rate permitted by law, 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 5.6. Customer acknowledges and agrees that a purchase order or other notice to proceed is not required for payment for Products.

5.5. Payment. Customer will pay invoices for the Products provided under this Agreement in accordance with the invoice payment terms set forth in Section 5.4. Generally, 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, but if a specific invoicing or payment schedule is set forth in the Agreement, such schedule will determine the invoicing cadence.

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

5.6. INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address:

Name:____

Address:____

Phone:____

E-INVOICE. To receive invoices via email:

Customer Account Number:______________________________

Customer Accounts Payable Email:__________________________

Customer CC (optional) Email:____________________________

The address which is the ultimate destination where the Equipment will be delivered to Customer is:
Name:____
Address:____

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

Name:____

Address:____

Phone:____

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, using commercially reasonable practices, pack 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 any 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 (Incoterms 2020). Customer will pay all 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 (b) the date Motorola otherwise makes the Licensed Software available for download or use by Customer. If 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. Any shipping dates set forth in a Proposal are approximate, and while Motorola will make reasonable efforts to ship Products by any 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 Regulatory Requirements. The Parties acknowledge and agree that certain Products (for example, cyber services) are in evolving technological areas and therefore, laws and regulations regarding Products may change. Changes to existing Products required to achieve regulatory 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, which will not be unreasonably denied, 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 will be responsible for providing all 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 of liability will be imposed on Motorola or its subcontractors by Customer or others at Customer facilities or other Sites, but if and to the extent any such waivers are imposed, the Parties agree such waivers are void.

6.2. Site Conditions. Customer will ensure that (a) all Sites are safe and secure, (b) Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies), (c) to the extent applicable, Sites 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 interfacing networking capabilities), and (d) Sites are suitable for the installation, use, and maintenance of the Products. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

6.3. Site Issues. Upon its request, which will not be unreasonably denied, Motorola will have the right to inspect the Sites and advise Customer of any deficiencies or non-conformities with the requirements of this **Section 6 – Sites; Customer-Provided Equipment; Non-Motorola Materials.** If Motorola or Customer identifies any deficiencies or non-conformities, Customer will promptly remediate such issues or the Parties will select a replacement Site. If a Party determines that a Site identified in a Proposal is not acceptable or desired, the Parties will 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 will be responsible, at 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 such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). Customer (and not Motorola) will be fully liable for Customer-Provided Equipment, and Customer will 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 will 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 will 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 will comply with any terms and conditions applicable to such Non-Motorola Materials. If any Non-Motorola Materials requires access to Customer Data, Customer hereby authorizes Motorola to allow 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 Materials must be removed, modified, or disabled within the Products, Customer will promptly do so. Motorola will have the right to disable or remove Non-Motorola Materials if Motorola believes a violation of law, third-party rights, or Motorola's policies is likely to occur, or if such Non-Motorola Materials 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 any such sales. Any orders for such Non-Motorola Materials will be fulfilled by 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, EULA, or other agreement, including terms governing third-party equipment or software, such as open source software, included in the Products. Customer will comply, and ensure its Authorized Users comply, with any such additional terms applicable to third-party equipment or software. Certain third party flow-down 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 with reasonable notice or without notice if a security risk is present. For Licensed Software requiring a local client installation, Customer is responsible for installing the current version. Motorola will support each client version for 45 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 (a) it has the right to enter into, and execute, the Agreement and perform its obligations hereunder, and (b) 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 (a) the Communications System will perform in accordance with the descriptions in the applicable Proposal in all material respects, (b) the Software System will perform in accordance with the descriptions in the applicable Proposals in all material respects, and (c) if Customer has purchased any Licensed Software (but, for clarity, excluding SaaS Products) as part of such Communications System or Software System, 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 LMS 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 MSLMA referenced in Section 3.2.2 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 (a) Services will be provided in a good and workmanlike manner and will conform in all material respects to the descriptions in the applicable Proposal; and (b) for a period of ninety (90) days commencing upon the Service Completion Date for one-time Services, the Services will be free of material defects in materials and workmanship. Other than as set forth in subsection (a) above, recurring Services are not warranted but rather will be subject to the requirements of the applicable Addendum or Proposal.

7.6. Motorola Warranties - Equipment. Subject to the disclaimers and exclusions set forth below, (a) for a period of one (1) year commencing upon the delivery of Motorola-manufactured Equipment under **Section 5.7 – Delivery, Title and Risk of Loss**, Motorola represents and warrants that such Motorola-manufactured Equipment, under normal use, will be free from material defects in materials and workmanship; and (b) the warranties applicable to Motorola-manufactured Equipment set forth in herein shall be applicable to all radio Equipment purchased hereunder whether or not such Equipment was manufactured by Motorola.

7.7. Warranty Claims; Remedies. To assert a warranty claim, Customer must notify Motorola in writing of the claim prior to the expiration of any warranty period set forth in this Agreement. Unless a different remedy is otherwise expressly set forth herein, upon receipt of such claim, Motorola will investigate the claim and use commercially reasonable efforts to repair or replace any confirmed materially non-conforming Product or re-perform any non-conforming Service, at its option. Such remedies are Customer's sole and exclusive remedies for Motorola's breach of a warranty. Motorola's warranties are extended by Motorola to Customer only, and are not assignable or transferable.

7.8. Pass-Through Warranties. Notwithstanding any provision of this Agreement to the contrary, Motorola will have no liability for third-party software or hardware provided by Motorola; provided, however, that to the extent offered by third-party providers of software or hardware and to the extent permitted by law, Motorola will pass through express warranties provided by such third parties.

7.9. WARRANTY DISCLAIMER. EXCEPT FOR THE EXPRESS AND PASS THROUGH WARRANTIES IN THIS AGREEMENT, PRODUCTS AND SERVICES PURCHASED HEREUNDER ARE PROVIDED "AS IS" AND WITH ALL FAULTS. WARRANTIES SET FORTH IN THE AGREEMENT ARE THE COMPLETE WARRANTIES FOR THE PRODUCTS AND SERVICES AND MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND QUALITY. MOTOROLA DOES NOT REPRESENT OR

WARRANT THAT USE OF THE PRODUCTS AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF SECURITY VULNERABILITIES, OR THAT THEY WILL MEET CUSTOMER'S PARTICULAR REQUIREMENTS.

7.10. ADDITIONAL WARRANTY EXCLUSIONS. NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) DEFECTS IN OR DAMAGE TO PRODUCTS RESULTING FROM USE OTHER THAN IN THE NORMAL AUTHORIZED MANNER, OR FROM ACCIDENT, LIQUIDS, OR NEGLECT; (B) TESTING, MAINTENANCE, REPAIR, INSTALLATION, OR MODIFICATION BY PARTIES OTHER THAN MOTOROLA; (C) CUSTOMER'S OR ANY AUTHORIZED USER'S FAILURE TO COMPLY WITH INDUSTRY AND OSHA OR OTHER LEGAL STANDARDS; (D) DAMAGE TO RADIO ANTENNAS, UNLESS CAUSED BY DEFECTS IN MATERIAL OR WORKMANSHIP; (E) EQUIPMENT WITH NO SERIAL NUMBER; (F) BATTERIES OR CONSUMABLES; (G) FREIGHT COSTS FOR SHIPMENT TO REPAIR DEPOTS; (H) COSMETIC DAMAGE THAT DOES NOT AFFECT OPERATION; (I) NORMAL WEAR AND TEAR; (J) ISSUES OR OBSOLESCENCE OF LICENSED SOFTWARE DUE TO CHANGES IN CUSTOMER OR AUTHORIZED USER REQUIREMENTS, EQUIPMENT, OR SYSTEMS; (K) TRACKING AND LOCATION-BASED SERVICES; OR (L) BETA SERVICES.

8. Indemnification

8.1. General Indemnity. Motorola will defend, indemnify, and hold Customer harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual third-party claim, demand, action, or proceeding ("Claim") for personal injury, death, or direct damage to tangible property to the extent caused by Motorola's negligence, gross negligence or willful misconduct while performing its duties under this Agreement, except to the extent the claim arises from Customer's negligence or willful misconduct. Motorola's duties under this Section 8.1 – General Indemnity are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise to the extent allowed by applicable law; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Claim.

8.2. Intellectual Property Infringement. Motorola will defend Customer against any third-party claim alleging that a Motorola-developed or manufactured Product (the "Infringing Product") directly infringes a United States patent or copyright ("Infringement Claim"), and Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim, or agreed to in writing by Motorola in settlement of an Infringement Claim. Motorola's duties under this Section 8.2 – Intellectual Property Infringement are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Infringement Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Infringement Claim.

8.2.1. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Infringing Product; (b) replace or modify the Infringing Product so that it becomes non-infringing; or (c) grant Customer (i) a prorated refund of any amounts pre-paid for the Infringing Product (if the Infringing Product is Licensed

Software) or (ii) a credit for the Infringing Product, less a reasonable charge for depreciation (if the Infringing Product is Equipment, including Equipment with embedded Licensed Software).

8.2.2. In addition to the other damages disclaimed under this Agreement, Motorola will have no duty to defend or indemnify Customer for any Infringement Claim that arises from or is based upon: (a) Customer Data, Customer-Provided Equipment, Non-Motorola Materials, or third-party equipment, hardware, software, data, or other third-party materials; (b) the combination of the Product with any products or materials not provided by Motorola; (c) a Product designed, modified, or manufactured in accordance with Customer's designs, specifications, guidelines or instructions; (d) a modification of the Product by a party other than Motorola; (e) use of the Product in a manner for which the Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to use or install an update to the Product that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from an Infringement Claim extend in any way to any payments due on a royalty basis, other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the Infringing Product.

8.2.3. This **Section 8.2 – Intellectual Property Infringement** provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim.

8.3. Customer Indemnity. To the extent allowed by applicable law, Customer will defend, indemnify, and hold Motorola and its subcontractors, subsidiaries and other affiliates harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual or threatened third-party claim, demand, action, or proceeding arising from or related to (a) Customer-Provided Equipment, Customer Data, or Non-Motorola Materials, including any claim, demand, action, or proceeding alleging that any such equipment, data, or materials (or the integration or use thereof with the Products) infringes or misappropriates a third-party intellectual property or other right, violates applicable law, or breaches the Agreement; (b) Customer-Provided Equipment's failure to meet the minimum requirements set forth in the applicable Documentation or match the applicable specifications provided to Motorola by Customer in connection with the Products; (c) Customer's (or its service providers, agents, employees, or Authorized User's) negligence or willful misconduct; and (d) Customer's or its Authorized User's breach of this Agreement. This indemnity will not apply to the extent any such claim is caused by Motorola's use of Customer-Provided Equipment, Customer Data, or Non-Motorola Materials in violation of the Agreement. Motorola will give Customer prompt, written notice of any claim subject to the foregoing indemnity. Motorola will, at its own expense, cooperate with Customer in its defense or settlement of the claim.

9. Limitation of Liability

9.1. EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF MOTOROLA, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "MOTOROLA PARTIES"), WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THE AGREEMENT WILL NOT EXCEED THE FEES, OR PORTION OF FEES, RELATED TO THE PRODUCT UNDER WHICH THE CLAIM AROSE. WITH RESPECT TO ANY RECURRING SERVICES, THE MOTOROLA PARTIES' TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS RELATED TO SUCH RECURRING SERVICES WILL NOT EXCEED THE TOTAL FEES PAID FOR THE APPLICABLE PRODUCT DURING THE CONSECUTIVE

TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE. EXCEPT FOR PERSONAL INJURY OR DEATH, THE MOTOROLA PARTIES WILL NOT BE LIABLE IN CONNECTION WITH THIS AGREEMENT (WHETHER UNDER MOTOROLA'S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF MOTOROLA HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

9.2. EXCLUSIONS FROM LIABILITY. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, MOTOROLA WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO MOTOROLA, OR ANY OTHER DATA AVAILABLE THROUGH THE PRODUCTS; (B) CUSTOMER-PROVIDED EQUIPMENT OR SITES; NON-MOTOROLA MATERIALS; THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR CONTENT; OR UNKNOWN OR UNAUTHORIZED COMBINATION OF PRODUCTS AND SERVICES; (C) LOSS OF DATA, HACKING, RANSOMWARE, THIRD-PARTY ATTACKS OR DEMANDS; (D) MODIFICATION OF PRODUCTS NOT AUTHORIZED BY MOTOROLA; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH THE PRODUCTS PROVIDED UNDER THIS AGREEMENT; (F) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; OR (G) CUSTOMER'S OR ANY AUTHORIZED USER'S BREACH OF THIS AGREEMENT OR MISUSE OF THE PRODUCTS.

IN ADDITION TO THE FOREGOING EXCLUSIONS FROM DAMAGES, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (B) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (C) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH SOFTWARE-AS-A-SERVICE, OR INTERPRETATION, USE, OR MISUSE THEREOF; (D) TRACKING AND LOCATION-BASED SERVICES; OR (E) BETA SERVICES.

9.3. Statute of Limitations. Customer may not bring any claims against a Motorola Party in connection with this Agreement or the Products and Services more than one (1) year after the date of accrual of the cause of action.

10. Confidentiality

10.1. Confidential Information. Customer and Motorola agree that, subject to any applicable freedom of information or public records legislation, Motorola's Confidentiality Terms apply to information shared between the Parties.

11. Proprietary Rights; Data; Feedback

11.1. Motorola Materials. Customer acknowledges that Motorola may use or provide Customer with access to "Motorola Materials". Except when Motorola has expressly transferred title or other interest to Customer in writing, the Motorola Materials are the property of Motorola or its licensors, and Motorola or its licensors retain all right, title and interest in and to the Motorola Materials (including, all rights in patents, copyrights, trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights).

This Agreement does not grant to Customer any shared development rights in or to any Motorola Materials or other intellectual property, and Customer agrees to execute any documents and take any other actions reasonably requested by Motorola to effectuate the foregoing. Motorola and its licensors reserve all rights not expressly granted to Customer, and no rights, other than those expressly granted herein, are granted to Customer by implication, estoppel or otherwise. Customer will not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge with other software, distribute, sublicense, sell, or export the Products and Services or other Motorola Materials, or permit any third party to do so.

11.2. Ownership of Customer Data. Customer retains all right, title and interest, including intellectual property rights, if any, 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 DPA) and use the Customer Data as set forth in the DPA.

11.3. Feedback. Any Feedback provided by Customer is entirely voluntary, and will not create any confidentiality obligation for Motorola, even if designated as confidential by Customer. Motorola may use, reproduce, license, and otherwise distribute and exploit the Feedback without any 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; Products and Services. The Parties agree that, notwithstanding any provision of this Agreement to the contrary, all fixes, modifications and improvements to the Services or Products conceived of 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 all right, title and interest in and to such fixes, modifications or improvements will 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 fixes, modifications or improvements to Motorola.

12. Acceptance

12.1. Communications System Acceptance. Unless further defined in the applicable Proposal or Statement of Work, System Acceptance for a Communications System occurs upon successful completion of Acceptance Tests as detailed in the Acceptance Test Plan. Motorola will provide ten days' notice before testing begins, and upon successful completion, both parties will sign an acceptance certificate. If the plan includes tests for subsystems or phases, acceptance occurs upon successful completion of those tests and separate certificates will be issued. If Customer believes the system has failed, they must provide a detailed written notice within thirty days; otherwise, System Acceptance is deemed to have occurred. Minor, non-material issues will not delay acceptance but will 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 by Customer's Beneficial Use of each Product within the system, with Beneficial Use 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. If performance will be significantly delayed, the affected Party will provide notice to the other Party, and the Parties will agree (in writing) upon a reasonable extension to any 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 by failure of any assumptions set forth in this Agreement (including in any Addendum or Proposal). In the event of a delay under this **Section 13.2 – Delays Caused by Customer**, (a) Customer will continue to pay the Fees as required hereunder, (b) the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule, and (c) Customer will 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 will 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 agency thereof) or a state government or state agency or local municipality within the United States, in which case all matters relating to or arising out of the Agreement will be governed by the laws of the State in which the Products and Services are provided. The terms of the U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will 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. Neither 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, all in person meetings under this **Section 14.2 – Negotiation; Mediation** will 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** below.

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 law (including privacy laws), and Customer will obtain any FCC, FAA, and other 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, cease providing or otherwise modify Products (or any terms related thereto in an Addendum or Proposal), in order to comply with any changes in applicable law.

15.2. Audit; Monitoring. Motorola will have the right to monitor and audit use of the Products, including an audit of total user licenses credentialed by 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. Neither 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 (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

15.4. Waiver. A delay or omission by either Party to exercise any right under this Agreement will not be construed to be a waiver of such right. A waiver by either Party of any of the obligations to be performed by the other, or any breach thereof, will not be construed to be a waiver of any succeeding breach 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, illegal, or otherwise unenforceable, such provision will be deemed to be modified to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remaining provisions of this Agreement will not be affected, and each such provision will be valid and enforceable to the full extent permitted by applicable law.

15.6. Independent Contractors. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will 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 may be enforced only by, the Parties. Each Party intends that the Agreement will not benefit, or create any 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 included in the software Products will 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 will 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 by 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 (or by a recognized courier service, such as FedEx, UPS, or DHL), and will be effective upon receipt.

15.10. Cumulative Remedies. Except as specifically stated in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, by contract, or otherwise. Except as specifically stated in this Agreement, the election by a Party of any remedy provided for in this Agreement or otherwise available to such Party will not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract, or otherwise.

15.11. Survival. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 – Customer Obligations; Section 4.6 – Effect of Termination or Expiration; Section 5 – Payment and Invoicing; Section 7.9 – Warranty Disclaimer; Section 7.10 - Additional Warranty Exclusions; Section 8.3 – Customer Indemnity; Section 9 – Limitation of Liability; Section 10 – Confidentiality; Section 11 – Proprietary Rights; Data; Feedback; Section 13 – Force Majeure; Delays Caused by Customer; Section 14 – Disputes; and Section 15 – 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 will 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, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will 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 will 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 MCA as of the Effective Date.

Motorola Solutions, Inc.	**Customer:** ____________________
By: ____________________	By: ____________________
Name: ____________________	Name: ____________________
Title: ____________________	Title: ____________________
Date: ____________________	Date: ____________________

FICE OF PURCHASING
MMARY OF BIDS
ENED: June 19, 2025 AT 11 A.M. PP 7/15/2025
) NO: 28760-06195-141
Q. NO: N/A
'LE: Radio Maintenance and Repair

				MOTOROLA SOLUTIONS											DETAILS OF AWARD	
ITEM #	ARTICLE	QTY	UNIT	1	2	3	4	5	6	7	8	9	10	11	TO NO.	AMOUNT
	Plan “A” Contract price															
1	COST PER MONTH FOR 12 MONTHS		$	106747.26												
2	TOTAL COST PER YEAR		$	1280967.08												
	Battery Replacement															
3A	XTS1500 PORTABLE BATTERY		EA	SEE BID												
3B	XTS1500 PORTABLE BATTERY		ANNUALLY	NB												
4A	XTS2500 PORTABLE BATTERY		EA	SEE BID												
4B	XTS2500 PORTABLE BATTERY		ANNUALLY	NB												
5A	XTS5000 PORTABLE BATTERY		EA	SEE BID												
5B	XTS5000 PORTABLE BATTERY		ANNUALLY	NB												
6A	APX7000 PORTABLE BATTERY		EA	SEE BID												
6B	APX7000 PORTABLE BATTERY		ANNUALLY	NB												
	Plan “B” Extra Costs, Time & Material - Relocating Equipment															
7	STRIP DASH MOUNT		$	113.70												
8	INSTALLATION DASH MOUNT		$	233.70												
9	STRIP IN-VEHICLE COMPUTER		$	80.34												
10	INSTALLATION IN-VEHICLE COMPUTER		$	240.70												
11	STRIP REMOTE MOUNT		$	140.28												
12	INSTALLATION REMOTE MOUNT		$	334.32												
13	STRIP IN-VEHICLE CHARGER		$	113.70												
14	INSTALLATION IN-VEHICLE CHARGER		$	233.90												
15	STRIP VRM		$	113.70												
16	INSTALLATION VRM		$	233.70												
17	STRIP DOCKING STATION		$	80.34												
18	INSTALLATION DOCKING STATION		$	240.70												
19	STRIP & INSTALL. MOBLIE SUBSCIBERS		$	86.82												
20	STRIP & INSTALL. PRINTER W/ARMREST		$	86.82												
21	STRIP & INSTALL. MOBLIE CHARGERS		$	86.82												
22	STRIP BUNDLE		$	252.78												
23	INSTALLATION BUNDLE		$	547.56												
24	STRIP DISGUISED ANTENNAS		$	86.82												
25	INSTALLATION DISGUISED ANTENNAS		$	233.90												
26	STRIP GLASS MOUNT		$	80.34												
27	INSTALLATION GLASS MOUNT ANTENNAS		$	140.28												
28	ENGRAVING		$	22.65												
29	PROGRAMMING		$	31.95												
30	Installation of Motorola XTL-1500 APX4500 APX8500 or similar		$	334.32												
31	Removal of Motorola XTL-1500APX4500 APX8500 or similar		$	140.28												
32	Plan B Regular Labor		$	200.00												
33	Plan B Overtime Labor		$	300.00												
34	Plan B Holiday Labor		$	400.00												
35	Materials, Parts, and Supplies		%	25%												

OFFICE OF PURCHASING
SUMMARY OF BIDS
OPENED: June 19, 2025 AT 11 A.M. PP 7/15/2025
BID NO: 28760-06195-141
REQ. NO: N/A
TITLE: Radio Maintenance and Repair

				MOTOROLA SOLUTIONS											DETAILS OF AWARD	
ITEM #	ARTICLE	QTY	UNIT	1	2	3	4	5	6	7	8	9	10	11	TO NO.	AMOUNT
36	Two-Way Radios		%	25%												
37	Radio Programming		$	31.95												
38	M37TSS9PW1AN - APX8500 ENHANCED ALL BAND		$	NB												
39	G806BL - ENH: ASTRO DIGITAL CAI OP APEX		$	NB												
40	UUU G48 - ENH: CONVENTIONAL OPERATION APX6500		$	NB												
41	GA00580AA - ADD: TDMA OPERATION		$	NB												
42	GA01670 - ADD: APX E5 CONTROL HEAD		$	NB												
43	H1919A - MULTIPLEXER		$	NB												
44	G296 - ADD: 1/4 WAVE WHIP ROOF TOP 136-144		$	NB												
45	G335 - ADD: ANT 1/4 WAVE 762-870 MHZ		$	NB												
46	G426 - ADD: ANT 1/4 WAVE WHIP 450-470 MHZ		$	NB												
47	W22BA - ADD: STD PALM MICROPHONE APX		$	NB												
48	W432AG - ADD: SPKR 13W		$	NB												
49	GA00318AF - ENH: 5 YEAR ESSENTIAL SERVICE		$	NB												
50	G67DT - ADD:REMOTE MOUNT		$	NB												
51	GA01630AA - ADD: SMARTCONNECT		$	NB												
52	M25URS9PW1BN - APX6500 ENHANCED 7/800 MHZ		$	NB												
53	GA00580AA - ADD: TDMA OPERATION		$	NB												
54	G806BL - ENH: ASTRO DIGITAL CAI OP APX		$	NB												
55	G51AT - ENH: SMARTZONE OPERATION APX		$	NB												
56	QA01648AA - ADD: ADVANCED SYSTEM KEY - HW KEY		$	NB												
57	G361AH - ADD: P25 TRUNKING SOFTWARE		$	NB												
58	G996AS - ENH: OVER THE AIR PROVISIONING		$	NB												
59	W969BG - ENH: MULTIKEY (ADP SW ALGORITHM ONLY)		$	NB												
60	GA01670 - ADD: APX E5 CONTROL HEAD		$	NB												
61	G335 - ADD: ANT 1/4 WAVE 762-870 MHZ		$	NB												
62	G444AE - ADD: CONTROL HEAD SOFTWARE		$	NB												
63	G67DT - ADD:REMOTE MOUNT		$	NB												
64	QA03399AA - ADD: ENHANCED DATA		$	NB												
65	GA09008AA - ADD: GROUP SERVICES		$	NB												
66	W22BA - ADD: STD PALM MICROPHONE APX		$	NB												
67	W432AG - ADD: SPKR 13W		$	NB												
68	GA00318AF - ADD: 5Y ESSENTIAL SERVICE		$	NB												
69	GA01767AK - ADD: APX MOBILE RADIO AUTH		$	NB												
70	G843AH - ADD: AES		$	NB												
71	GA01630AA - ADD: SMARTCONNECT		$	NB												
72	H55TGT9PW8AN - APX NEXT; ALL-BAND MODEL 4.5 PORTABLE		$	NB												
73	BD00001AA - ADD: CORE BUNDLE		$	NB												
74	BD00010AA - ADD: SECURITY BUNDLE		$	NB												
75	LSV01S03082A - Radio Central		$	NB												
76	LSV01S03446A - DEPOT 5 YEAR		$	NB												
77	2 SSV01S01407A - APX NEXT SMART PROG		$	NB												

FICE OF PURCHASING
MMARY OF BIDS
ENED: June 19, 2025 AT 11 A.M. PP 7/15/2025
) NO: 28760-06195-141
Q. NO: N/A
TLE: Radio Maintenance and Repair

ITEM #	ARTICLE	QTY	UNIT	MOTOROLA SOLUTIONS 1	2	3	4	5	6	7	8	9	10	11	DETAILS OF AWARD TO NO.	AMOUNT
78	SSV01S01406A - APX NEXT SMART CONNECT		$	NB												
79	PMNN4486A - SPARE BATTERY		$	NB												
80	NNTN9199A - SINGLE UNIT CHARGER		$	NB												
81	PMMN4135A - SPEAKER MIC		$	NB												
82	QA003799AA - LEATHER CASE		$	NB												
83	PMMN4141A - BLUETOOTH SPEAKER MIC		$	NB												
84	PMPN4639B - VEHICLE CHARGER		$	NB												
85	H1902A 03 CH (PACKAGE FOR E5 HEAD)		$	NB												
86	GA01289AA - ADD: PWR CBL MP RADIO REMOTE		$	NB												
87	W22BA - ADD: STD PALM MICROPHONE APX		$	NB												
88	W432 - ADD: SPKR 13W		$	NB												
89	G610AC - ADD: REMOTE MOUNT CBL 30 FEET		$	NB												
90	GA01670 - ADD: APX E5 CONTROL HEAD		$	NB												
91	NTN9858C - XTS BATTERY		$	NB												
92	NYS OGS LABOR - APX RADIO PROGRAMMING		Hourly Rate	NB												
93	NYS OGS LABOR - MOBILE RADIO INSTALLATION		Hourly Rate	NB												
AN B continued (TIME AND MATERIALS) PRICING SCHEDULE: BOR BETWEEN THE HOURS OF 9:00 A.M. AND 5:00 P.M. MONDAY THROUGH FRIDAY:																
94	MINIMUM CHARGE		$	SEE BID												
95	REGULAR HOURLY RATE		Hr.	200.00												
96	EACH ADDITIONAL QUARTER HOUR		1/4 Hr.	50.00												
97	TRAVEL TIME (IF ANY)			0.00												
98	MILEAGE (IF ANY)			0.00												
99	MLP LESS		%	25%												
100	COST PLUS %		%	25%												
VERTIME RATES:All other times (after 5:00 PM or before 9:00 AM Monday rough Friday, or any time on Saturday or Sunday.																
101	MINIMUM CHARGE (IF ANY)		$	SEE BID												
102	REGULAR HOURLY RATE		Hr.	300.00												
103	EACH ADDITIONAL QUARTER HOUR		1/4 Hr.	50.00												
104	PERCENTAGE DISCOUNT FROM MFG LIST	PARTS	%	25%												
105	MICROWAVE	REPL	%	25%												
106	UPS	REPL	%	25%												
107	GENERATOR	REPL	%	25%												
RPARED BY			TERMS	NET	NET	NET	NET	NET	NET	NET	NET	NET	NET	NET		

Kimberly Stanton hereby certifies that the bids listed above were opened at the time and place specified therein and that the above is a correct transcription from all original bids received.

Date 7/15/25

PUBLIC BID OFFICER

FORMAL BID RECOMMENDATION

BID NUMBER 28760-06195-141 OPEN 07/15/2025
TITLE: Radio Maintenance and Repair
DATE: November 06, 2025

TO: **BUYER – Timothy Funaro** FROM: ADMINISTRATION

PLEASE REVIEW ATTACHED BID RESULT. NOTE YOUR RECOMMENDATION FOR AWARD. FORWARD THIS TRANSMITTAL SHEET TOGETHER WITH BID FILE. RETAIN REQUISITION.

Date: November 06, 2025
To: Supervisor From: Buyer Timothy Funaro

List of recommended awards in accordance with the at attached summary is shown in column at right. The reason for award to other than low bidder is indicated on the reverse side of this page.

Timothy Funaro
Buyer

Date: ____________

To: Director From: Supervisor

☐ Concur ☐ Disagree (See Reverse)

Date: 11/6/2025

To: Buyer From: Director

☒ Approved for Award

☐ Approved for No Award

☐ Hold award pending discussion

NO ☐ Subject to Legislature Approval

YES ☒ Subject to Legislature Approval

Joseph Bocci
Director

Bid Results

Items	Bidder
	Recommend an award be given to Motorola Solutions Inc. as the lowest responsible bidder meeting specifications and bid terms.
	See Attached.

Motorola Solutions, Inc., radio system maintenance and repair, sealed bid solicitation # 28760-02079-003

Attached are the negotiated terms and conditions between the County and Motorola Solutions, Inc., finalized on September 11, 2019, which supersedes the exceptions/clarifications noted in Motorola Solutions, Inc.'s original bid proposal.

"Pursuant to the second to the last paragraph on Page 42, of the Formal Sealed Bid Proposal 28760-02079-003 which states, "Bidders may take exception to paragraphs of the bid under a separate cover letter to be attached to this bid, indicating the specific bid page, paragraph and the exception(s).", Motorola's exceptions and/or clarifications to the bid are as follows:

-Page 1
"In executing this bid, the bidder warrants that the prices submitted herein are not higher than those offered to any governmental or commercial consumer for like deliveries. The prices herein should not include any federal excise taxes or sales taxes imposed by any state or municipal government. Such taxes, if included, must be deducted by the bidder when submitting bid. Bidders are requested to also read the terms and conditions."

Exception. Motorola Solutions builds and services communication systems that do not fit within a standard conventional pricing framework. Due to the unique pricing specifications for services, Motorola cannot guarantee that the pricing offered in this proposal is no higher or lower than prices offered to other customers.

-Page 2
Section 22 Guarantees By Bidder
Comply with Clarification. This project will not include the provision of any intellectual property and in no event will Motorola indemnify customer for any un-copyrighted compositions, secret processes or any unpatented invention, article or appliance. Motorola will indemnify the customer for patent or copyright infringement only under the following provisions and requests that they be substituted in this section of the contract:

Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

This Section provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section are subject to and limited by the restrictions set forth in the Limitation of Liability section proposed by Motorola.

Section 22 e. Insurance

Comply with Clarification. Motorola Solutions, Inc. requests that this section be modified as follows: To carry proper insurance in the reasonable opinion of the Director, and approved by the County Attorney to protect the County from loss in case of accident, fire and theft.

Section 22 f.

Comply with Clarification. Please see response below to "Indemnification" on page 11 of the Formal Sealed Bid Proposal.

-Page 3

Disclosure Statement

10K Form Required for publically traded corporation. See attached document, "Form 10K and Executive Officers of the Registrant". The link to the 10k is below.

https://www.sec.gov/Archives/edgar/data/68505/000006850519000006/msi201810-k.htm

-Page 4,

Qualification Statement, Question 5:

Comply with Clarification. Motorola Solutions, Inc. ("Motorola") is a Fortune 500 company with billions of dollars in annual sales. Considering this sales volume, instances may occur in the ordinary course of business where disputes with customers, including governmental agencies, are raised concerning contract performance. After due inquiry, to its best knowledge and belief, Motorola is not aware of having failed to complete any work that had been awarded to us.

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Indemnification

Comply with Clarification. Motorola requests that this section be modified as follows;

Contractor (Motorola) will indemnify and hold harmless County and its agents, officers, and employees, from and against any and all losses, costs, expenses (including reasonable attorney's fees and disbursements), damages, and liabilities for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents while performing their duties under this Agreement, provided however, that Contractor shall not be responsible for that portion, if any of a loss that is caused by the negligence of the County; and provided, further, that Contractor shall not be liable for consequential indirect or special damages. Contractor shall, at County's demand, upon prompt written notice by County, defend at its own risk and expense any and all suits, actions or legal proceedings which may be brought against County, its agents, officers or employees in connection with a loss for which Contractor is responsible under this paragraph. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under the Agreement. This Section sets forth the full extent of Motorola's general indemnification of the County from liabilities that are in any way related to Motorola's performance under this Agreement.

-Page 22

Business History Form, Questions 13 through 16 -0

Question 13

To the best of its information and belief, Motorola Solutions, Inc. ("Motorola") and its subsidiaries are not currently the subject of a criminal indictment or of a criminal proceeding in any court. Motorola is a Fortune 500 company with billions of dollars in annual sales globally, employing approximately 16,000 workers worldwide and having tens of thousands of shareholders. As is normal for such companies, Motorola and its subsidiaries have been a party to many civil lawsuits over the last five (5) years. These suits have made many different legal and factual claims and have put forward many alleged legal theories seeking damages or other legal relief against Motorola. Motorola does not maintain a detailed history of such cases or their outcomes, nor does it maintain a listing of all allegations made therein, and therefore cannot provide the same. As a publicly traded company, however, Motorola files an annual report Form 10-K with the SEC and describes therein certain litigation that is material for disclosure under SEC rules. Please see Item 3, Legal Proceedings of the SEC filings: http://investors.motorolasolutions.com/Docs

Question 14 (a)-(e)
No, to the best of Motorola Solutions' knowledge and belief.

Question 15
No, to the best of Motorola Solutions' information and belief.

Question 16
No. Motorola Solutions, Inc. ("Motorola") is a Fortune 500 company with billions of dollars in annual global sales. Motorola certifies it has filed all required tax returns and has paid applicable federal, state, and local taxes or other assessed charges in Nassau County and the State of New York. However, with customers expanding in numerous jurisdictions both nationally and internationally, Motorola is not prepared to make such certification beyond Nassau County and the State of New York at this time.

-Page 33
Payment. Motorola clarifies that all services invoices will be submitted monthly in advance of the service period. Invoices shall be electronically submitted via email each month.

Payment in Detail.
Comply with clarification. Invoices will agree back in detail provided on the customer purchase order. Since this is a fixed price contract, hours and hourly rates will not be provided.

-Page 34
Warranty
Warranty period on Service Contract for parts and labor is 90 days or pursuant to Motorola's warranty statements included in its manual end-user guides.

New York State Prices.
Comply with Clarification. Motorola Solutions represents and warrants that replacement parts quoted under "PLAN B" are not higher than the price per unit quoted to New York State for like quantities.

Reduction in Prices.
Comply with Clarification. Motorola Solutions agrees the county shall , immediately upon effect, receive the benefit of any price reductions, for like items or services, listed on the Motorola Solutions, INC. New York State OGS contract.

-Page 35
Comprehensive and General Liability and Hold Harmless
Comply with clarification. See clarification to general Indemnification, page 11 above.

Insurance and Workers Compensation Requirement.
Comply with Clarification. Motorola Solutions, Inc. requests that this section be modified as follows: The Contractor shall obtain from an insurance company authorized to do business in the State of New York, and keep in force during the term of any agreement, a policy of Commercial General Liability Insurance naming the Contractor as an insured, and including the County of Nassau as an additional insured, including, but not limited, to the torts and negligence of Contractor's personnel, with a combined single limit of three million dollars ($3,000,000.00) for bodily injury and property damage for any one occurrence and aggregate at the Contractor's sole cost and expense.

The Contractor shall comply with all provisions of the Workers' Compensation Law and shall furnish a certificate showing evidence of current coverage.
Bidder shall list below the Insurance Company(s) holding the following documents:

Certificate of Insurance including the County of Nassau as additional insure after contract execution:

Nassau County <u>Must</u> be included as an additional insured with respect to the general liability policy

INSURANCE AND WORKERS COMPENSATION: The successful bidder agrees to obtain from an insurance company, authorized to do business in the State of New York, and keep in force during the term of any agreement, a policy of Commercial General Liability Insurance naming the Contractor as an insured, and including the County of Nassau as an additional insured, including but not limited to the torts and negligence of Contractor's personnel, with a combined single limit of three million dollars ($3,000,000.00) for bodily injury and property damage for any one occurrence and aggregate at the Contractor's sole cost and expense.

The Contractor shall comply with all provisions of the Workers' Compensation Law and shall furnish a certificate showing evidence of current coverage.

-Page 36

<u>General Conditions</u>

Comply with Clarification. Motorola requests that this section be modified to state that the parties mutually agree that the contract will be performed in accordance with the general provisions, specifications, terms and conditions as negotiated and finally agreed to by the parties.

-Page 37

<u>Parts</u>.

Comply with Clarification. Motorola prices are based on list price less any applicable discounts. Support for prices, including time sheets and manufacturing costs, will not be provided.

-Page 38

<u>Non Performance</u>

Comply with Clarification. See attached Service Terms and Conditions.

<u>Disclaimer</u>

Comply with Clarification. Motorola requests that any blanket purchase order that may be issued as a result of the bid contain those terms and conditions as negotiated and finally agreed to by the parties.

-Page 40

<u>Access Clause</u>

Comply with Clarification. Motorola acknowledges that the County has the right to inspect certain Motorola books and records directly pertinent to this contract ("Records") for the purpose of verifying performance in accordance with the terms of the contract. . After Customer provides fifteen (15) business days' written notice, Customer may send a representative to a Motorola facility during normal business hours to conduct such limited reviews or at Customer's request Motorola will provide copies of specific Records to Customer's location for its review. Motorola Records provided to Customer pursuant to this provision shall not be used, duplicated or disclosed to any other third party without the express written permission of Motorola. In no circumstances will Motorola be required to create or maintain documents not kept in the ordinary course of Motorola business operations, nor will Motorola be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary to Motorola.

<u>Termination Prerogative</u>

Comply with Clarification. Motorola clarifies if the contract is terminated for any reason other than Motorola's default, the customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

-Page 42

Comply with Clarification. Motorola understands that it may take exceptions or clarifications to the bid based on the statement on page 42. "Bidders may take exception to paragraphs of the bid under a separate cover letter to be attached to this bid, indicating the specific bid page, paragraph and exception(s). In any event, the decision of the Director will be final." As such, Motorola understands that any final terms and conditions will be those as negotiated and agreed to by the Parties and take precedence over this bid.

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New York Labor Law – Prevailing Wage

Comply with clarification – To the best of Motorola's understanding of Customer's requirements, Motorola Solutions, Inc. ("Motorola") will have no employees performing work under the Contract in the labor categories described in the Prevailing Wage Schedule. Therefore, the Prevailing Wage Schedule is not applicable to Motorola's performance under the Contact. The requirement for payment of prevailing wages, including the Prevailing Wage Schedule will be flowed down, to the extent applicable, to Motorola subcontractors.

-Page 52

Record Retention

Comply with Clarification. Motorola acknowledges that the County has the right to inspect certain Records (defined above) for the purpose of verifying performance in accordance with the terms of the contract. After Customer provides fifteen (15) business days' prior written notice, Customer may send a representative to a Motorola facility during normal business hours to conduct such limited reviews or at Customer's request Motorola will provide copies of specific Records to Customer's location for its review. Motorola Records provided to Customer pursuant to this provision shall not be used, duplicated or disclosed to any other third party without the express written permission of Motorola. In no circumstances will Motorola be required to create or maintain documents not kept in the ordinary course of Motorola business operations, nor will Motorola be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary to Motorola.

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Section 7. Motorola clarifies that any modification to the financial terms of the contract will be in writing and mutually agreed to by both parties.

-Page 53-61

Motorola Solutions technical clarifications

Sections I,II,III,IV,V, VI

"VRM" Series equipment has reached end of life. "VRM" Series will be replaced with "USB HUB" with no changes to any costs.

Section III PLAN "A" Repair Response

Motorola Solutions will provide "commercially reasonable efforts" to cover additional P25 manufactured mobile radio equipment. Since these units are yet to be defined, Motorola Solutions will use our Plan "B" price schedule contained in our response.

Section II PLAN "A" Preventative Maintenance
Service Records #4. Motorola clarifies that upon Customer's written request, Motorola will provide current system performances reports, but not more than quarterly unless as otherwise mutually agreed in writing.

Section III Plan "A" Service, maintenance, replacement and repairs must be provided for the following items:
III. Motorola clarifies that generator maintenance will not include fuel mitigation, replacement or housing replacement. Motorola will provide a lifecycle replacement plan, detailing the replacement costs, that will include all site generators and HVAC equipment.

Service Terms and Conditions

Motorola Solutions, Inc. ("Motorola" or "Contractor") and the customer named in this Agreement ("Customer" or "County") hereby agree as follows:

Section 1 APPLICABILITY

These Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2 DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means the County's Formal Sealed Bid Proposal Bid Number 28760-02079-003 dated January 17, 2019 ("Bid"), Motorola's Bid response dated March 14, 2019, including its Bid Clarifications with a final version date of 9-6-2019 "Motorola's Response"), and these negotiated Service Terms and Conditions; the cover page for the Service Agreement; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities or inconsistencies, the order of priority shall be from highest to lowest: (1) these negotiated Service Terms and Conditions, (2) Motorola's Response, (3) the County's Bid, (4) cover page, and (5) other attachments, if any.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those post warranty maintenance, support, repair, and other services described in this Agreement.

Section 3 ACCEPTANCE

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in the cover page to this ServiceAgreement.

Section 4 SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5 EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6 TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer **will** provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7 CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8 PAYMENT

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

Section 9 WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed and accepted by Customer ("Service Warranty Period"). If the Customer does not deliver notice of rejection of Services within the Service Warranty Period, then the Services shall be deemed automatically accepted. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re- perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non- conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10 DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

Section 11 LIMITATION OF LIABILITY

Except for personal injury or death or direct damage to tangible property or the Indemnification Relating Infringment clause set forth in Section 22 of the Bid Clarifications document with a final version date of 9-6-2019, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service but in no case exceed (i) an amount equal to two (2) times the charges specified in the County's Purchase Order, or (ii) five hundred thousand dollars ($500,000), whichever is greater. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12 EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13 PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.1.1 Any Customer created reports, documents, data, deliverables and/or other materials marked confidential or proprietary provided by Customer to Motorola under this Agreement ("Customer Works') will be the property of the Customer, will be kept confidential, and will be promptly returned at Customer's request. Motorola will not disclose, without Customer's written permission or as required by law, Customer Works or use Customer Works for any purpose other than performing its obligations under this Agreement. The obligation set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14 FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15 COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16 MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will 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.

Section 17 GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work with the County's written consent, of which such consent shall not be unreasonably withheld, but subcontracting will not relieve Motorola of its duties under this Agreement. To the extent the County's consent is delayed, the County acknowledges that Motorola's performance may be delayed and Motorola will not be responsible for any costs, expenses or damages arising from or associated with said delay.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Any Motorola assignment pursuant to this subsection 17.6 shall be to a responsible entity with capability to provide at a minimum same quality of products and/or services as Motorola under this Agreement. Motorola acknowledges any assignment under this Agreement is subject to GML Section 109(A).

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

Exhibit A

SOFTWARE LICENSE AGREEMENT

This Exhibit A Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and Customer ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" **(i)** means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the Software and Documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source

Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as itmay reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer isdiscontinued.

4.4. When using Motorola's Radio Service Software ("RSS"), Licensee must purchase a separate license for each location at which Licensee uses RSS. Licensee's use of RSS at a licensed location does not entitle Licensee to use or access RSS remotely. Licensee may make one copy of RSS for each licensed location. Licensee shall provide Motorola with a list of all locations at which Licensee uses or intends to use RSS upon Motorola's request.

4.5. Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the

Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. The commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than RSS and Motorola's

FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use byLicensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 UNITED STATES GOVERNMENT LICENSING PROVISIONS

This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under Motorola's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurementtransaction.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3. ASSIGNMENTS AND SUBCONTRACTING. Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.4. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.5. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6. SURVIVAL. Sections 4, 5, 6.3, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7. ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8 SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

MOTOROLA SOLUTIONS

Section 2

Exceptions and Clarifications

Radio Maintenance and Repair | June 19, 2025

County of Nassau State of New York

Bid Number 28760-06195-141

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Section 2

Exceptions and Clarifications

~~**Pursuant to the second to the last paragraph on Page 25, of the Formal Sealed Bid Proposal 93972-06195-141 which states, "Bidders may take exception to paragraphs of the bid under a separate cover letter to be attached to this bid, indicating the specific bid page, paragraph and the exception(s).", Motorola's exceptions and/or clarifications to the bid are as follow:**~~

~~-Page 1~~

~~*"In executing this bid, the bidder warrants that the prices submitted herein are not higher than those offered to any governmental or commercial consumer for like deliveries. The prices herein should not include any federal excise taxes or sales taxes imposed by any state or municipal government. Such taxes, if included, must be deducted by the bidder when submitting bid. Bidders are requested to also read the terms and conditions."*~~

~~**Exception**. Motorola Solutions builds and services communication systems that do not fit within a standard conventional pricing framework. Due to the unique pricing specifications for services, Motorola cannot guarantee that the pricing offered in this proposal is no higher or lower than prices offered to other customers.~~

~~-Page 2~~

~~Section 22 Guarantees By Bidder~~

~~**Comply with Clarification**. This project will not include the provision of any intellectual property and in no event will Motorola indemnify customer for any un-copyrighted compositions, secret processes or any unpatented invention, article or appliance. Motorola will indemnify the customer for patent or copyright infringement only under the following provisions and requests that they be substituted in this section of the contract:~~

> ~~Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded~~

~~against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.~~

~~If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.~~

~~Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.~~

~~This Section provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section are subject to and limited by the restrictions set forth in the Limitation of Liability section proposed by Motorola.~~

~~Section 22 e. Insurance~~

~~**Comply with Clarification.** Motorola Solutions, Inc. requests that this section be modified as follows: To carry proper insurance in the reasonable opinion of the Director, and approved by the County Attorney to protect the County from loss in case of accident, fire and theft.~~

~~Section 22 f.~~

~~**Comply with Clarification**. Please see response below to "Indemnification" on page 11 of the Formal Sealed Bid Proposal.~~

~~**Page 3**~~

~~Disclosure Statement~~

~~10-K Form Required for publicly traded corporation. See attached document, "Form 10-K and Executive Officers of the Registrant". The link to the 10-K is below. https://www.sec.gov/ix?doc=/Archives/edgar/data/0000068505/000006850525000012/msi-20241231.htm~~

~~**Page 4**~~

~~Qualification Statement, Question 5:~~

~~**Comply with Clarification.** Motorola Solutions, Inc. ("Motorola") is a Fortune 500 company with billions of dollars in annual sales. Considering this sales volume, instances may occur in the ordinary course of business where disputes with customers, including governmental agencies, are raised concerning contract performance. After due inquiry, to its best knowledge and belief, Motorola is not aware of having failed to complete any work that had been awarded to us.~~

~~**Page 12**~~

~~Indemnification~~

~~**Comply with Clarification.** Motorola requests that this section be modified as follows:~~

~~Contractor agrees to indemnify and hold harmless County and its agents, officers, and employees, from and against any and all losses, costs, expenses **(including reasonable fees and expenses of attorneys including attorneys' fees and disbursements),** damages and liabilities arising out of **or in connection any Contractor's gross negligence or willful misconduct, while performing its duties under this Agreement, except to the extent the claim arises from Customer's negligence or willful misconduct omissions of Contractor, its officers, agents or employees, provided, however that** Contractor shall not be responsible for that portion, if any, of a loss that is caused by the negligence of the County; and **provided, further, that Contractor shall not be liable for consequential, indirect or special damages. Motorola's duties under this section are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise to the extent allowed by applicable law; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Claim. Contractor shall, at County's demand and at County's direction, defend at its own risk and expense any and all suits, actions or legal proceedings which may be brought against County, its agents, officers or employees in connection with a loss for which Contractor is responsible under this paragraph.**~~

~~Page 13~~

~~Business History Form, Questions 13 through 16 0~~

~~Question 13~~

~~To the best of its information and belief, Motorola Solutions, Inc. ("Motorola") and its subsidiaries are not currently the subject of a criminal indictment or of a criminal proceeding in any court. Motorola is a Fortune 500 company with billions of dollars in annual sales globally, employing approximately 16,000 workers worldwide and having tens of thousands of shareholders. As is normal for such companies, Motorola and its subsidiaries have been a party to many civil lawsuits over the last five (5) years. These suits have made many different legal and factual claims and have put forward many alleged legal theories seeking damages or other legal relief against Motorola. Motorola does not maintain a detailed history of such cases or their outcomes, nor does it maintain a listing of all allegations made therein, and therefore cannot provide the same. As a publicly traded company, however, Motorola files an annual report Form 10-K with the SEC and describes therein certain litigation that is material for disclosure under SEC rules. Please see Item 3, Legal Proceedings of the SEC filings: http://investors.motorolasolutions.com/Docs~~

~~Question 14 (a)-(e)~~

~~No, to the best of Motorola Solutions' knowledge and belief.~~

~~Question 15~~

~~No, to the best of Motorola Solutions' information and belief.~~

~~Question 16~~

~~No. Motorola Solutions, Inc. ("Motorola") is a Fortune 500 company with billions of dollars in annual global sales. Motorola certifies it has filed all required tax returns and has paid applicable federal, state, and local taxes or other assessed charges in Nassau County and the State of New York. However, with customers expanding in numerous jurisdictions both nationally and internationally, Motorola is not prepared to make such certification beyond Nassau County and the State of New York at this time.~~

~~Page 16~~

~~Payment~~

~~Motorola clarifies that all services invoices will be submitted monthly in advance of the service period. Invoices shall be electronically submitted via email each month. Invoices will agree back in detail provided on the quote. Since this is a fixed price contract, hours and hourly rates will not be provided.~~

~~-Page 17~~

~~Warranty~~

~~Warranty period on Service Contract for parts and labor is 90 days or pursuant to Motorola's warranty statements included in its manual end-user guides and the Maintenance, Support, and Lifecycle Management Addendum.~~

~~Reduction in Prices~~

~~Comply with Clarification.~~ ~~Motorola Solutions agrees the county shall, immediately upon effect, receive the benefit of any price reductions, for like items or services, listed on the Motorola Solutions, INC. New York State OGS contract.~~

~~-Page 19~~

~~Comprehensive and General Liability and Hold Harmless~~

~~Comply with Clarification.~~ ~~See clarification to General Indemnification, page 11 above.~~

~~Insurance and Workers Compensation Requirement.~~

~~Comply with Clarification.~~ ~~Motorola Solutions, Inc. requests that this section be modified as follows:~~

~~The Contractor shall obtain from an insurance company authorized to do business in the State of New York, and keep in force during the term of any agreement, a policy of Commercial General Liability Insurance naming the Contractor as an insured, and including the County of Nassau as an additional insured, including, but not limited, to the torts and negligence of Contractor's personnel, with a combined single limit of three million dollars ($3,000,000.00) for bodily injury and property damage for any one occurrence and aggregate at the Contractor's sole cost and expense.~~

~~The Contractor shall comply with all provisions of the Workers' Compensation Law and shall furnish a certificate showing evidence of current coverage.~~

~~Bidder shall list below the Insurance Company(s) holding the following documents:~~

~~Certificate of Insurance including the County of Nassau as additional insure after contract execution:~~

~~Nassau County Must be included as an additional insured with respect to the general liability policy.~~

~~INSURANCE AND WORKERS COMPENSATION:~~ ~~The successful bidder agrees to obtain from an insurance company, authorized to do business in the State of New York, and keep in force during the term of any agreement, a policy of Commercial General Liability Insurance naming the Contractor as an insured, and including the County of Nassau as an additional insured, including but not limited to the~~

~~torts and negligence of Contractor's personnel, with a combined single limit of three million dollars ($3,000,000.00) for bodily injury and property damage for any one occurrence and aggregate at the Contractor's sole cost and expense.~~

~~The Contractor shall comply with all provisions of the Workers' Compensation Law and shall furnish a certificate showing evidence of current coverage.~~

~~**PRODUCT LIABILITY INSURANCE:** The successful bidder agrees to obtain from an insurance company authorized to do business in the State of New York, and keep in force during the term of an agreement, a policy of Product Liability Insurance, including foreign objects, with a combined minimum single limit of one million dollars ($1,000,000.00) for each occurrence, at the Contractor's sole cost and expense, and shall furnish a certificate showing evidence of current coverage.~~

~~**Page 20**~~

~~Non Performance~~

~~**Comply with Clarification.** See attached Service Terms and Conditions.~~

~~Disclaimer~~

~~**Comply with Clarification.** Motorola requests that any blanket purchase order that may be issued as a result of the bid contain those terms and conditions as negotiated and finally agreed to by the parties. If a Blanket Purchase Order is issued, Nassau County will provide another item to show the County is bound to the purchase and Motorola can move forward with delivering the scope.~~

~~**Page 22**~~

~~Access Clause~~

~~**Comply with Clarification.** Motorola acknowledges that the County has the right to inspect certain Motorola books and records for the purpose of verifying performance in accordance with the terms of the contract. Customer's inspection is limited to the verification of shipment or service to invoices and receipts. After Customer provides thirty days' written notice, Customer may send a representative to a Motorola facility during normal business hours to conduct such limited reviews or at Customer's request Motorola will provide copies of specific documents to Customer's location for its review. Motorola books and records provided to Customer pursuant to this provision shall not be used, duplicated or disclosed to any other third party without the express written permission of Motorola. In no circumstances will Motorola be required to create or maintain documents not kept in the ordinary course of Motorola business operations, nor will Motorola be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary to Motorola.~~

~~Termination Prerogative~~

~~**Comply with Clarification.** Motorola clarifies if the contract is terminated for any reason other than Motorola's default, the customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.~~

~~**-Page 25**~~

~~**Comply with Clarification**. Motorola understands that it may take exceptions or clarifications to the bid based on the statement on page 25. "Bidders may take exception to paragraphs of the bid under a separate cover letter to be attached to this bid, indicating the specific bid page, paragraph and exception(s). In any event, the decision of the Director will be final." As such, Motorola understands that any final terms and conditions will be those as negotiated and agreed to by the Parties and take precedence over this bid.~~

~~-Page 26~~

~~General Conditions~~

~~**Comply with Clarification.** Motorola requests that this section be modified to state that the parties mutually agree that the contract will be performed in accordance with the general provisions, specifications, terms and conditions as negotiated and finally agreed to by the parties.~~

~~**-Page 35**~~

~~New York Labor Law – Prevailing Wage~~

~~**Comply with Clarification.** To the best of Motorola's understanding of Customer's requirements, Motorola Solutions, Inc. ("Motorola") will have no employees performing work under the Contract in the labor categories described in the Prevailing Wage Schedule. Therefore, the Prevailing Wage Schedule is not applicable to Motorola's performance under the Contact. The requirement for payment of prevailing wages, including the Prevailing Wage Schedule and certified payroll will be flowed down, to the extent applicable, to Motorola subcontractors.~~

~~**-Page 36**~~

~~Record Retention~~

~~**Comply with Clarification**. Motorola acknowledges that the County has the right to inspect certain Motorola books and records for the purpose of verifying performance in accordance with the terms of the contract. Customer's inspection is limited to the verification of shipment or service to invoices and receipts. After Customer provides thirty days' written notice, Customer may send a representative to a Motorola facility during normal business hours to conduct such limited reviews or at Customer's request~~

~~Motorola will provide copies of specific documents to Customer's location for its review. Motorola books and records provided to Customer pursuant to this provision shall not be used, duplicated or disclosed to any other third party without the express written permission of Motorola. In no circumstances will Motorola be required to create or maintain documents not kept in the ordinary course of Motorola business operations, nor will Motorola be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary to Motorola.~~

~~-Page 38~~

~~Section 7. Motorola clarifies that any modification to the financial terms of the contract will be in writing and mutually agreed to by both parties.~~

-Page 37-44

I. Two Way Radio & Mobile Data Maintenance And Repair

1. Clarification: Page 37 - 44 Due to the age of the following equipment services are provided using commercially reasonable efforts, and without guarantee that these services will resolve problems or restore operation of the network or products. Motorola Solutions reserves the right to cancel a service without notice which may become unavailable due to non-recoverable equipment failure.
    a. The following is a list of that equipment:
        - Aviat TruePoint microwave
        - MotoBridge
        - Quantar base stations
        - S2500/S2600 routers
        - Panasonic Mobile Data Terminals
        - Astrotac comparators
        - Digitac comparators
        - 9600 Site Controllers
2. Clarification: The following services are included in the price although not specified but required by Nassau County:
    a. Tower Light Monitoring
    b. Local Device Support for the Villages
    c. BDA Maintenance and Repair North and South Jail
    d. FM Fire Suppression System Annual Inspection, Island Park
    e. RF Site Fire Extinguisher Annual Inspection
    f. Junior System Manager

-Page 39 -44

II. Plan "A" Preventative Maintenance

1. Clarification: Page 39 Item 3 Line 1 "contractor shall include subscriber preventative maintenance once every two years."
2. Clarification: Page 39 System Infrastructure. The following equipment is priced at $0.00 because it is no longer supported and no longer needed on the contract:
    a. Aviat Constellation Microwave
    b. MSF5000 base station
    c. RNC
    d. Radio IP
    e. Mobile Data Terminal modems (VRM)
    f. Eye wash stations
    g. MW810 Mobile Data Terminal
    h. First Echelon Support of Panasonic Toughbooks
    i. HT750
    j. STR3000 Base Stations
3. Clarification: Page 40 Item 5 Line 2 "The successful contractor will be required to submit a schedule to accomplish all preventative maintenance and PMS forms on the above-described equipment to be performed once every two years."
4. Clarification: Page 41 Item 4.iii If required, contractor will supply site at Nassau County's expense.
5. Clarification: Page 41 Section Service, Maintenance, Replacement and Repairs Item ii UPS Systems and UPS Batteries UPS equipment located at NUMC, Liebert Units, 2 Firecom Units.
    a. Clarification: Page 41 Fixed Site Equipment Item iii (generators and HVACs). HVAC equipment includes fifty three (53) located at all RF sites. Two (2) preventative maintenance visits are included. In the event that repairs are needed outside the scope of the scheduled preventative maintenance, a budget of $58,000.00 is included. Any unutilized funds do not carry over to the next year. After which a prevailing T&M rate will apply which is applicable under the terms and conditions of the County's "Plan B - Extra Costs, Time and Material.
        i. The monthly HVAC charge to the County is for Preventative Maintenance only. This maintenance will cover the following:

1. Check all belts and drives
2. Lubricate all bearings if necessary
3. Supply and install new standard filters
4. Visually check electrical connections and controls
5. Check operation of condensation pumps
6. Clean condensation pans and lines
7. Visually check for refrigerant leaks
8. Check operation of all controls
9. Brush down coils
10. Check the operation of humidifiers.

b. Clarification: Page 41 Fixed Site Equipment Item iii (generators and HVACs) The monthly Generator charge to the County is for Preventative Maintenance only. In connection with the performance of these inspections Nassau County Police Department agrees to furnish at its expense the following parts and supplies: engine motor oil, filters and spark plugs. In the event that the repairs are needed outside of the scope of the scheduled preventative maintenance, a repair budget of $50,000.00 is included. Any unutilized funds do not carry over to the next year. After which a prevailing T&M rate will apply which is applicable under the terms and conditions of the County's "Plan B - Extra Costs, Time and Material. The preventative maintenance will cover the following:

1. One inspection, consisting of one checkup and one tune up of equipment described

    a. Inspection and Repairs - The Company, during normal business hours, shall perform inspections of the equipment for the duration of this agreement. Said inspections shall be limited to the following as applicable.

        i. Engine Lubrication Systems - visually check for leaks. Filters will be changed every twelve months or 150 hours operating hours whichever occurs first. Operating hours include exercise cycles of not more than 100 hours per year, combined with all required usage due to loss of commercial power, or other emergency situations.

        ii. Engine Air Cleaners

            1. Wet type: clean once per year.
            2. Dry type: clean or replace filter as needed.

iii. Ignition Systems: Check magneto, and set timing if needed.

iv. Governor: Check and set speed, sensitivity and oil level.

v. Engine Cooling System: check general condition; check anti-freeze, check coolant level, pressure test system. Check belts and hoses.

vi. Engine Electric System: Load test battery, clean and inspect battery posts and cables. Check alternator belts. Check battery charger for proper operation.

vii. Engine Exhaust System: Visually check for leaks, corrosion, and check condensation trap and muffler condition.

viii. AC Generator: Visually inspect generator condition.

ix. Instrumentation: Check all instruments for proper operation. Check timers and relays for proper operation, check safety circuits, shutdowns, and alarm systems.

x. Run Engine Upload: At Customer's request and presence, transfer load to generator set and make adjustments if needed.

2. System Wide Sub Site Major Generator Preventative Maintenance

   a. Service Call / Maintenance Check (Major pm). Inspections and tests on start system, generator and control system, in take and exhaust system, lubrication system, coolant system, and transfer switch. Replace engine oil and oil filter. Clean unit.

   b. Belts Replacement: Disassemble parts of generator unit and remove all old drive belts; replace with new. Reassemble and test run unit to ensure proper operation with new components.

c. Clarification: Page 41 Fixed Site Equipment Item iii (generators and HVACs). Generator Rental 70kw. This service covers three (3) one week generator rental for 70kw generator. Initial fueling is included, the cost of additional refueling will be at the responsibility of the County.

   i. Included:

      1. Rental charge

      2. Replacement Insurance

      3. Cable Rental

4. Delivery and pick up
5. 200 hours run time per week
6. Preventative maintenance (250Hrs)
7. Initial fueling
8. Three rentals for one week each

ii. Excluded:

1. Service, Parts, Materials
2. Expenses to repair damage caused by abuse, accident, theft, acts of a third party, forces of nature or altering the equipment.
3. Cost to correct any fines related to diesel tank conditions as previously identified. Cost to correct any HealthDepartment violations is the sole responsibility of The County.

6. Clarification: Page 44 Item V Plan "A"-Inappropriate Damage-it is felt that the damage to any equipment in the maintenance agreement is outside the realm of mil spec wear & tear as a result of inappropriate use, intentional damage, acts of God, or criminal conduct, the Communications Bureau will be notified immediately and prior to any repairs being made.

-Page 44

VI. Plan "A" - System Software Upgrades

1. Clarification: Page 44 Item 1 The software included is Customer Programming Software (CPS). Subscribers that are eligible must be currently supported by Motorola's repair depot.

-Page 45 -49

Plan "B" Extra Costs Time & Material

1. Clarification: Page 45 Item 29 Programming of Mobile & Portable Radio. Programming covers the Nassau County Police mobile and portable radios.
2. Clarification: Page 45 Battery Replacement - Nassau County procures batteries through Customer Hub in accordance with New York State OGS PT67405 discount rates.
3. Clarification: Page 45 Relocating Equipment Item 15 For Strip of VRM: VRM is replaced with USB HUB
4. Clarification: Page 45 Relocating Equipment Item 16 For Installation of VRM: VRM is replaced with USB HUB

5. Clarification: Page 45 Relocating EquipmentItem 22 For Strip of (Bundle) In-Vehicle Computer/VRM/Docking Station Printer/Armrest: VRM is replaced with USB HUB

6. Clarification: Page 45 Relocating EquipmentItem 23 For Installation of (Bundle) In-Vehicle Computer/VRM/Docking Station Printer/Armrest: VRM is replaced with USB Hub

7. Clarification: Page 49 Regular hourly rate as of 5/21/2025 is $200.00 (overtime rate is $300,00) based on the published rates of the New York OGS PT67405 State Contract. Moving forward Motorola Solutions will continue to honor the New York OGS hourly pricing at the time of request.

8. Clarification: Equipment to be Covered for the Office of Emergency Management. The APX8500, APX6500 and APXNEXT radios are covered under the warranty terms of the previous purchased terms and subject to current published flat rate repair price. Flat rate repair price is revised on a yearly basis.

Informal Bid Title:

Comparison OF Bids

Recommended Vendor N/A
Requisition # N/A
Pre-Encumbrance: N/A
Buyer *Timothy Funaro*
Purchase Order #

% and $ amount difference plus or minus over
Pre-Encumbrance **#VALUE!** #VALUE!

		Vendors										
		Motorola		Vendor # 2		Vendor # 3		Vendor # 4		Vendor # 5		
line	qty	unit price	extended	unit price	extended	unit price	extended	unit price	extended	unit price	extended	low bid
1	1	106747.26	106747.26	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	106747.26
2	1	1280967.08	1280967.08	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1280967.08
3	1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4	1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5	1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6	1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7	1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8	1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9	1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10	1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11	1	113.70	113.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	113.70
12	1	233.70	233.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	233.70
13	1	80.34	80.34	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	80.34
14	1	240.70	240.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	240.70
15	1	140.28	140.28	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	140.28
16	1	334.32	334.32	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	334.32
16	1	113.70	113.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	113.70
17	1	233.90	233.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	233.90
18	1	113.70	113.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	113.70
19	1	233.70	233.70	0.00	0.00	0.00	0.00	0.00	0.00		0.00	233.70
20	1	80.34	80.34	0.00	0.00	0.00	0.00	0.00	0.00		0.00	80.34
21	1	240.70	240.70	0.00	0.00	0.00	0.00	0.00	0.00		0.00	240.70
21	1	86.82	86.82	0.00	0.00	0.00	0.00	0.00	0.00		0.00	86.82
23	1	86.82	86.82	0.00	0.00	0.00	0.00	0.00	0.00		0.00	86.82
24	1	86.82	86.82	0.00	0.00	0.00	0.00	0.00	0.00		0.00	86.82
25	1	252.78	252.78	0.00	0.00	0.00	0.00	0.00	0.00		0.00	252.78
26	1	547.56	547.56	0.00	0.00	0.00	0.00	0.00	0.00		0.00	547.56
27	1	86.82	86.82	0.00	0.00	0.00	0.00	0.00	0.00		0.00	86.82
28	1	233.90	233.90	0.00	0.00	0.00	0.00	0.00	0.00		0.00	233.90
29	1	80.34	80.34	0.00	0.00	0.00	0.00	0.00	0.00		0.00	80.34
30	1	140.28	140.28	0.00	0.00	0.00	0.00	0.00	0.00		0.00	140.28
31	1	22.65	22.65	0.00	0.00	0.00	0.00	0.00	0.00		0.00	22.65
32	1	31.95	31.95	0.00	0.00	0.00	0.00	0.00	0.00		0.00	31.95
33	1	334.32	334.32	0.00	0.00	0.00	0.00	0.00	0.00		0.00	334.32
34	1	140.28	140.28	0.00	0.00	0.00	0.00	0.00	0.00		0.00	140.28
35	1	200.00	200.00									200.00
36	1	300.00	300.00									300.00
37	1	400.00	400.00									400.00
38	1	0.25	0.25									0.25
39	1	0.25	0.25									0.25
40	1	31.95	31.95									31.95
41	1	0.00	0.00									0.00
42	1	0.00	0.00									0.00
43	1	0.00	0.00									0.00
44	1	0.00	0.00									0.00
45	1	0.00	0.00									0.00
46	1	0.00	0.00									0.00
47	1	0.00	0.00									0.00
48	1	0.00	0.00									0.00
49	1	0.00	0.00									0.00
50	1	0.00	0.00									0.00
51	1	0.00	0.00									0.00
52	1	0.00	0.00									0.00
53	1	0.00	0.00									0.00
54	1	0.00	0.00									0.00
55	1	0.00	0.00									0.00
56	1	0.00	0.00									0.00
57	1	0.00	0.00									0.00
58	1	0.00	0.00									0.00
59	1	0.00	0.00									0.00

61	1	0.00	0.00									0.00
62	1	0.00	0.00									0.00
63	1	0.00	0.00									0.00
64	1	0.00	0.00									0.00
65	1	0.00	0.00									0.00
66	1	0.00	0.00									0.00
67	1	0.00	0.00									0.00
68	1	0.00	0.00									0.00
69	1	0.00	0.00									0.00
70	1	0.00	0.00									0.00
71	1	0.00	0.00									0.00
72	1	0.00	0.00									0.00
73	1	0.00	0.00									0.00
74	1	0.00	0.00									0.00
75	1	0.00	0.00									0.00
76	1	0.00	0.00									0.00
77	1	0.00	0.00									0.00
78	1	0.00	0.00									0.00
79	1	0.00	0.00									0.00
80	1	0.00	0.00									0.00
81	1	0.00	0.00									0.00
82	1	0.00	0.00									0.00
83	1	0.00	0.00									0.00
84	1	0.00	0.00									0.00
85	1	0.00	0.00									0.00
86	1	0.00	0.00									0.00
88	1	0.00	0.00									0.00
89	1	0.00	0.00									0.00
90	1	0.00	0.00									0.00
91	1	0.00	0.00									0.00
92	1	0.00	0.00									0.00
93	1	0.00	0.00									0.00
94	1	0.00	0.00									0.00
95	1	0.00	0.00									0.00
96	1	0.00	0.00									0.00
97	1	0.00	0.00									0.00
98	1	200.00	200.00									200.00
99	1	50.00	50.00									50.00
100	1	0.00	0.00									0.00
101	1	0.00	0.00									0.00
102	1	0.25	0.25									0.25
103	1	0.25	0.25									0.25
104	1	360.00	360.00									360.00
105	1	120.00	120.00									120.00
106	1	4.00	4.00									4.00
107	1	300.00	300.00									300.00
108	1	50.00	50.00									50.00
109	1	4.00	4.00									4.00
110	1	25.00	25.00									25.00
111	1	25.00	25.00									25.00
112	1	25.00	25.00									25.00
113	1	25.00	25.00									25.00
114	1	0.00	0.00									0.00
0	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00
0	0		1394125.71		0.00		0.00		0.00		0.00	0.00
ship	1	0.00	[redacted]	0.00	[redacted]	0.00	[redacted]	0.00	[redacted]	0.00	[redacted]	
		Total	1394125.71		0.00	Total	0.00	Total	0.00	Total	0.00	1394125.71
Delivery	1 Days											
Terms	Net 30											
F.O.B.	Dest.											
Vin	361115800											1394125.71
Tel No.	201-949-5503											
Verbal	Roy Kirchner											
Date	07/15/2025 sealed bid											

Notes Formal sealed bid numbered 28760-06195-141 Title: Radio Maintenance and Repair

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 07/01/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

Holder Identifier :

PRODUCER Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	**CONTACT NAME:** **PHONE (A/C. No. Ext):** (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105 **E-MAIL ADDRESS:**

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Liberty Insurance Corporation	42404
INSURER B:	Liberty Mutual Fire Ins Co	23035
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Motorola Solutions, Inc.
Attn Stephanie Lampi
500 West Monroe
Chicago IL 60661 USA

COVERAGES **CERTIFICATE NUMBER:** 570121635571 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY			TB2641005169076	07/01/2026	07/01/2027	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$250,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							
B	AUTOMOBILE LIABILITY			AS2-641-005169-016	07/01/2026	07/01/2027	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	
	DED RETENTION							
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WA764D005169086 All Other States	07/01/2026	07/01/2027	X PER STATUTE OTH-ER	
A	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC7641005169096 WI	07/01/2026	07/01/2027	E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Police Department Smartzone Radio System, 04-16964/FS, CFPW05000024, NY-02I133C. Nassau County is listed as Additional Insured in regards to the General Liability policy.

Certificate No : 570121635571

CERTIFICATE HOLDER

County of Nassau, NY
Attn: Chief Lonora Atmore
P.D. Chief of Support
1490 Franklin Avenue
Mineola NY 11501 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central, Inc.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 06/30/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

Holder Identifier :

PRODUCER Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	**CONTACT NAME:** **PHONE (A/C. No. Ext):** (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105 **E-MAIL ADDRESS:**
INSURED Motorola Solutions, Inc. Attn Stephanie Lampi 500 West Monroe Chicago IL 60661 USA	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Liberty Mutual Fire Ins Co	23035
INSURER B:	Liberty Insurance Corporation	42404
INSURER C:	Lexington Insurance Company	19437
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 570113990037 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y		TB2641005169075	07/01/2025	07/01/2026	EACH OCCURRENCE	$3,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$250,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$3,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$3,000,000
	OTHER:							
A	AUTOMOBILE LIABILITY			AS2-641-005169-015	07/01/2025	07/01/2026	COMBINED SINGLE LIMIT (Ea accident)	$3,000,000
	X ANY AUTO						BODILY INJURY (Per person)	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	
	DED / RETENTION							
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WA764D005169085 All Other States	07/01/2025	07/01/2026	X PER STATUTE / OTH-ER	
B	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) [N]	N / A		WC7641005169095 WI	07/01/2025	07/01/2026	E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000
C	E&O - Miscellaneous Professional-Primary			016006739 Professional/Cyber/E&O SIR applies per policy terms & conditions	07/01/2025	07/01/2026	Each Claim Policy Aggregate	$3,000,000 $3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Communications System Purchase Agreement - Addendum #1 - Countywide 800 MHz Astro 25 Trucking System. Nassau County is included as Additional Insured with respect to the General Liability policy.

Certificate No : 570113990037

CERTIFICATE HOLDER	CANCELLATION
Nassau County 1490 Franklin Ave. Mineola NY 11501 USA	**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.** **AUTHORIZED REPRESENTATIVE** Aon Risk Services Central Inc.

MOTOROLA SOLUTIONS SUBSIDIARIES

Details of Motorola Solutions, Inc.'s subsidiaries, registered offices, place of registration/incorporation, registered company numbers and VAT identification numbers for companies are provided below.

Europe and Israel

Location	Legal Entity Name	Reg. No. / Place of Incorporation / Registration / VAT Numbers / Legal Form of Company	Registered Office Address
Austria	Motorola Solutions Austria GmbH	Reg No: FN 115026g - Austria VAT No: ATU46080404 Limited Liability Company	EURO PLAZA/Gebäude F Technologiestraße 5/Stiege 2/3.Stock 1120 Wien Austria
	TETRON Sicherheitsnetz Einrichtungs- und BetriebsgmbH	Reg No: FN 247706z - Austria VAT No: ATU61195628 Joint Venture	EURO PLAZA 3 Technologiestraße 5 / Stiege 2 / 3. Stock A-1120 Vienna Austria
Belgium	Motorola Solutions Belgium S.A.	RPM Brussels Reg No: 0413562567 - Belgium VAT No: BE0413562567 Limited Liability Company	De Kleetlaan 12A 1831 Diegem Belgium
Czech Republic	Motorola Solutions Czech Republic s.r.o.	Reg. No.: 033 40 686 - Czech Republic VAT No.: CZ03340686 Legal form of company: Limited Liability Company Commercial Register administered by the Municipal Court in Prague, Section C, insert 230303	Národní 138/10 Nové Město, Prague 110 00 Czech Republic
Denmark	Motorola Solutions Danmark A/S	CVR No. 10 29 08 13- Denmark VAT No: DK10290813 Limited Liability Company	Sydvestvej 15 DK-2600 Glostrup Denmark
	Dansk Beredskabskommunikation A/S	CVR No: 26 21 08 95 - Denmark VAT No: DK26210895 Limited Liability Company	Sydvestvej 21 DK-2600 Glostrup, Denmark
France	Motorola Solutions France SAS	SAS au capital de 3 999 990 € 712 030 113 RCS Versailles VAT No: FR01712030113	2-12 Parvis Colonel Arnaud Beltrame 78000 Versailles France
Germany	Motorola Solutions Germany GmbH	HRB 16024 - Germany VAT DE- 113866163 Limited Liability Company	Serviceware-Kreisel 1, 65510 Idstein, Germany
Greece	Motorola Solutions Hellas A.E.	Reg No: 39691/01AT/B/98/02- Greece VAT No: EL094501040	Athens Towers, 21st floor, 2-4 Messogion Avenue, Athens, PC 11527, Greece
Israel	Motorola Solutions Israel Limited	VAT ID: 510180029	5, Derech Hashalom St., Tel-Aviv-Yafo 6789205, Israel
Ireland	Tetra Ireland Communications Limited	Reg. No. 406355 - Ireland VAT No. IE9672789F Limited Liability Company	C/O Matheson LLP, 70 Sir John Rogerson's Quay, Grand Canal Dock, Dublin 2, Dublin, D02 R296, Ireland
Ireland	Motorola Solutions Ireland Limited	Reg. No. 765894 - Ireland VAT No. 4300309QH Limited Liability Company	C/O McCann FitzGerald LLP, Riverside One, Sir John Rogerson's Quay, Dublin 2, Dublin, D02 X576, Ireland

Ireland	Noggin IT limited	Reg. No. 557187 - Ireland VAT No.3336007RH Limited Liability Company	C/O Matheson LLP, 70 Sir John Rogerson's Quay, Grand Canal Dock, Dublin 2, Dublin, D02 R296, Ireland
Italy	Motorola Solutions Italia SRL	Registro delle Imprese di Milano/ Companies Registry of Milan no. 00743110157 - Italy P. IVA/VAT number no. IT00743110157, Cap.Soc Euro 4.000.000 Euro Società soggetta alla direzione e coordinamento di Motorola Solutions Inc., ai sensi dell'articolo 2497 bis del codice civile	Largo Francesco Richini 6 Milan, 20122, Italy
Netherlands	Motorola Solutions Netherlands B.V.	Reg No: 17068204- Netherlands VAT No: NL001545668B01 Limited Liability Company	Databankweg 26 3821 AL Amersfoort Netherlands
Norway	Motorola Solutions Norway AS	Reg No: 931 249 789- Norway VAT No: 931 249 789MVA	Postboks 36 ØKERN 0580 OSLO Norge Norway
	Motorola Solutions UK Ltd - Norway Branch	Reg No. 991 456 252 - Norway VAT No: 991 456 252MVA Branch	Kabelgata 34 0581 Oslo Norway
Poland	Motorola Solutions Systems Polska Sp.z.o.o.	KRS 146875- Poland VAT No: PL6772135826 share capital: 5,164,000 PLN Limited Liability Company	Ul.Czerwone Maki 82 30-392 Krakow, Poland
Portugal	Motorola Solutions Portugal, Lda	Reg No. 503038083 Lisbon- Portugal VAT No: PT503038083 Private limited company Share capital: 260,000 €	Av. Dom João II, No. 41, Torre Zen, 6th floor, 1990-084 Lisbon, Portugal
Romania	Motorola Solutions Romania S.R.L.	Reg No: J40/4183/04- Romania VAT No: RO16241790 Limited Liability Company	26-28 Stirbei Voda, Union International Business Center II, Camera 307, Etaj 3, Sector 1 010113 Bucharest
Rwanda	Motorola Solutions Israel - Rwanda Branch		Career Center - 9th Floor KG 541 St, Kigali Rwanda
Spain	Motorola Solutions Espana S.A.	(NIF) A-78/109592- Spain VAT No: ESA78109592 Limited Liability Company	CL MARTINEZ VILLERGAS 52 BLOQUE 3 28027 MADRID
Sweden	Motorola Solutions Sweden AB	Reg No: 556043-6064 - Sweden VAT No: SE556043606401 Limited Liability Company	Motorola Solutions Sweden AB Byängsgränd 20, 7tr 120 40 Arsta. Sweden Box 90315 SE-120 25 Stockholm. Sweden
Turkey	Motorola Sistem Çözümleri Ticaret ve Servis Limited Şirketi	Reg. No: 339754-0 - Turkey VAT No: 6220085258 Limited Liability Company	Palladium Ofis ve Residence Binasi Barbaros Mah., Halk Cad. No:8/A Kat:3 Ataşehir 34746 Istanbul/Türkiye
United Kingdom	Motorola Solutions UK Limited	Reg. No. 912182- England VAT No. GB260311213 Private Limited Company	Nova South, 160 Victoria Street, London, SW1E 5LB
	Airwave Solutions Limited	Reg. No. 03985643 - England VAT No. GB904440552 Private Limited Company	Nova South, 160 Victoria Street, London, SW1E 5LB

	Barrett Europe Limited	Reg. No. 02974250 - England VAT No. 631989113 Private Limited Company	Nova South, 160 Victoria Street, London, SW1E 5LB
	3tc Software Limited	Reg. No. 05063700 - England VAT No. 945788952 Private Limited Company	Nova South, 160 Victoria Street, London, SW1E 5LB

Middle East and Africa

Location	Legal Entity Name	Reg. No. / Place of Incorporation/ Registration / VAT Numbers / Legal Form of Company	Registered Office Address
Egypt	Motorola Solutions Egypt		47th building, North 90th str Egypt
Libya	Motorola Solutions, Inc. - Libya Branch		El Bader Building, Al Noufleen Tripoli, Libya Motorola Solutions, Libya Branch Hay Alandulus St, Tripoli - Libya P.O. Box 58 90
Libya & Bahrain Branch	Motorola Solutions Inc Libya Branch		El Bader Building, Al Noufleen Tripoli, Libya Motorola Solutions Inc Bahrain Branch Almoayyed Tower, 21st & 22nd Floor, Seef District, Manama, Bahrain
Morocco	Motorola Maroc SA		Rue Jenna, Résidence Isk, Appt 7, Secteur 9, Hay Ryad 10100 Rabat Maroc
Nigeria	Motorola Nigeria Limited		Mulliner Towers (5th Floor) 39, Alfred Rewane Road Ikoyi, Lagos
	Motorola Solutions Services Nigeria Limited		7th Floor, Union Marble House, 1 Kingsway Road, Falomo, Ikoyi Lagos
OMAN	Motorola Solutions (Oman) LLC		P.O. Box 696, PC 130, Knowledge Oasis Muscat, Al Seeb Muscat, Sultanate of Oman
Pakistan	Motorola Solutions Pakistan (Private) Limited		Emirates Tower 2nd & 3rd Floor, M-13, F-7 Markaz, Islamabad, F-7, Pakistan
Saudi Arabia	Motorola Solutions Arabia, Inc. - Saudi Arabia Branch		Al Taawuneya towers - King Fahad Road, Olaya - 13th Floor North Tower PO Box 300051 Riyadh 11372 KSA Saudi Arabia
South Africa	Motorola Solutions South Africa (Proprietary) Limited		1st floor Jindal Africa Building, 22 Kildoon Road Bryanston, 2121 South Africa

Asia Pacific

Location	Legal Entity Name	Reg. No. / Place of Incorporation/ Registration / VAT Numbers / Legal Form of Company	Registered Office Address
Australia	Motorola Solutions Australia Pty Limited		Tally Ho Business Park, 10 Wesley Court East Burwood VIC 3151 Australia
China (Mainland)	Motorola Solutions (China) Co. Ltd.		ATTN: Accounts Payable Unit 1736, 17/F, TEDA MSD-C1, No. 79 First Avenue Tianjin Economic – Technological Development Area Tianjin 300457 China
Hong Kong	Motorola Solutions Asia Pacific Limited		Unit 1904-1907A, 19/F, One Harbourfront, 18 Tak Fung Street, Hunghom, Kowloon, Hong Kong
Indonesia	PT Motorola Solutions Indonesia		Suite 1717, Wisma GKBI Jl. Jend. Sudirman No. 28 Bendungan Hilir, Tanah Abang Jakarta 10210, Indonesia
India	Motorola Solutions India Private Limited		5th Floor, Block A, Building 8, DLF Cyber City, DLF Phase II, Gurugram – 122002, Haryana, India Tel: +91-124-4192000, +91-124-4191000 GST NO-06AAACM9343D1
Japan	Motorola Solutions Japan Limited		Shiba Daimon 116 Building, 4F 1-16-3 Shiba Daimon, Minato-ku Tokyo Japan TOKYO 105-0012 Japan
Korea	Motorola Solutions Korea, Inc.		8F Hanyang Tower 12 Beobwon-ro 11-gil Songpa-gu, Seoul Republic of Korea
Malaysia	Motorola Solutions Malaysia Sdn. Bhd.		Level 22 Axiata Tower No. 9 Jalan Stesen Sentral 5 Kuala Lumpur Sentral 50470 Kuala Lumpur Malaysia
Philippines	Motorola Solutions Philippines, Inc.		Office 2704 27th Floor, Tower 2, The Enterprise Center Building Ayala Ave. Corner Paseo De Roxas, San Lorenzo 1226 Makati City Philippines
Singapore	Motorola Solutions Singapore Pte. Ltd.		80 Pasir Panjang Road #18-81, Mapletree Business City, Singapore 117372
Taiwan	Motorola Solutions Taiwan, Ltd.		Cathay Minsheng-Jianguo Building 5F-1, No. 2, Sec. 3, Minsheng E. Rd, Chungshan Dist., Taipei City 104511, Taiwan R.O.C.
Thailand	Motorola Solutions (Thailand) Limited		Two Pacific Place 22/F, Suite 2201 142 Sukhumvit Road, Klongtoey, Klongtoey Bangkok 10110, Thailand

Vietnam	Motorola Solutions Vietnam Limited Liability Company		1518 CSC Center, 15th Floor, ICON4, 243A De La Thanh street, Lang Thuong ward, Dong Da Dist, Hanoi Tax code: 0100907232

North America

Location	Legal Entity Name	Reg. No. / Place of Incorporation/ Registration / VAT Numbers / Legal Form of Company	Registered Office Address
Canada	Motorola Solutions Canada Inc.		3277 Langstaff Road, Concord, ON, L4K 5P8 Canada
United States of America	Motorola Solutions, Inc.		500 W Monroe Street, Chicago, Illinois, 60661 USA

Latin America

Location	Legal Entity Name	Reg. No. / Place of Incorporation/ Registration / VAT Numbers / Legal Form of Company	Registered Office Address
Argentina	Motorola Solutions Argentina S.A.		3656 Nicolas Repetto St, Olivos Building I, 5th floor, Buenos Aires, Argentina
Brazil	Motorola Solutions Ltda		Av. Magalhães de Castro, 4800 – 8° andar Cidade Jardim – São Paulo – SP 05676-120 - Brazil
Chile			Cerro Colorado 5240, piso 14, Torre del Parque II, Las Condes, Santiago, Chile
Colombia	Motorola Solutions Colombia Limitada		Avenida Carrera 45 108, No. 106-08, Torre 1, Piso 14, Bogota, Colombia
Ecuador	Motorola Solutions del Ecuador S.A.		Portimao Building Ave de los Shyris Metropolitan District, 7th floor Quito, 170135, Ecuador
Mexico	Motorola Solutions de Mexico, S.A.		Bosques de Alisos #125, Colonia Bosques de las Lomas, 05120 Ciudad de Mexico, Mexico
Peru	Motorola Solutions Peru S.A.		Torre Capital Derby, Piso 12 Avenida El Derby 250, Surco - Lima 15023, Perú

Fixed Video Subsidiaries

NORTH AMERICA

Location	Legal Entity Name	Reg. No. / Place of Incorporation / Registration / VAT Numbers/ Taxpayer Identification Number / Legal Form of Company	Registered Office Address
Canada	Avigilon Corporation	TAX ID: 84626 4349	555 Robson Street, 3rd Floor Vancouver, BC, V6B 1A6 Canada
United States	Avigilon USA Corporation	TAX ID: 61-1698626	2910 Telecom Parkway, Richardson, TX, 75082 USA
	Motorola Solutions Video Manufacturing Inc	TAX ID: 47-1968507	500 W Monroe Street, Chicago, Illinois, 60661 USA
	Avigilon Holding2 Corporation	TAX ID: 61-1741536	450 Artisan Way, Suite 200, Somerville, MA 02145 USA
	Pelco Inc.	TAX ID: 77-0148643	625 W. Alluvial Ave. Fresno, CA 93711 USA
	Ava Security Inc	TAX ID: 32-0530992	Suite 200, 208 South Wilmington Street Raleigh, NC 27601 USA
	Ava Federal Inc	TAX ID: 30-0988782	13800 Coppermine Road, Herndon, VA 20171 USA
	OpenPath Security Inc	TAX ID: 81-2736411	600 Corporate Pointe, Suite 400 Culver City, CA 90230 USA

ASIA PACIFIC

Location	Legal Entity Name	Reg. No. / Place of Incorporation / Registration / VAT Numbers/ Taxpayer Identification Number / Legal Form of Company	Registered Office Address
Singapore	Pelco Asia Pacific Pte Ltd		80 Pasir Panjang Road, #18-81 MapleTree Business City II, 117372 Singapore

EUROPE

Location	Legal Entity Name	Reg. No. / Place of Incorporation / Registration / VAT Numbers/ Taxpayer Identification Number / Legal Form of Company	Registered Office Address
Norway	Ava Security AS		Martin Linges vei 25, Fornebu 1364, Norway
Italy	Videotec S.r.l.	REA n.189121/Vicenza-Registration n.00882600240 RAEE n.IT08020000002058-M/VI 018155 Capital 4.000.000,00 i.v. VAT IT00882600240	Via Friuli 6, 36015 Schio VI, Italy

United Kingdom	Silent Sentinel Limited	Reg. No. - 04556945 England VAT No. Private Limited Company	Nova South 160 Victoria Street, London, SW1E 5LB UK
United Kingdom	Sentinel Engineering Limited	Reg. No. England VAT No. Private Limited Company	Nova South 160 Victoria Street, London, SW1E 5LB UK
United Kingdom	Avigilon UK Limited	Reg. No.06372173 England VAT No.GB941526233 Private Limited Company	Nova South 160 Victoria Street, London, SW1E 5LB UK
United Kingdom	Edesix Limited	Reg. No.SC235672 - Scotland VAT No.GB803904251 Private Limited Company	Caledonian Exchange 1st Floor 19a Canning Street, Edinburgh, EH3 8EG UK
United Kingdom	IndigoVision Limited	Reg. No. SC150401 - Scotland VAT No. Not registered Private Limited Company	Caledonian Exchange 1st Floor 19a Canning Street, Edinburgh, EH3 8EG UK
United Kingdom	IndigoVision Group Limited	Reg. No. SC208809 - Scotland VAT No. Not registered Private Limited Company	Caledonian Exchange 1st Floor 19a Canning Street, Edinburgh, EH3 8EG UK
United Kingdom	Calipsa Limited	Reg. No. 10184514 - England VAT No. GB256102727 Private Limited Company	Nova South 160 Victoria Street, London, SW1E 5LB UK
United Kingdom	Ava Security Limited	Reg. No. 10187484 - England VAT No.GB256102727 Private Limited Company	Nova South 160 Victoria Street, London, SW1E 5LB UK
United Kingdom	Ava Video Security Limited	Reg. No. 11010038 - England VAT No.GB280796957 Private Limited Company	Nova South 160 Victoria Street, London, SW1E 5LB UK
Portugal	Avigilon UK Limited	VAT No: 941526233	Edificio Torre Zen, AV Dom Joao, 41 Piso 6, Parque das Nacoes, Lisboa
Turkey	Pelco Turkiye Irtibat Burosu		Nida Kule Kuzey, Kat: 4, Barbaros Mah. Begonya Sok No3 Istanbul 34746, Turkey

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ABOUT US

PARTNERS

Low Vendor Participation for formal sealed bid 93972-06195-141
Title: Radio Maintenance and Equipment

1) Review the specification to ensure that it is not unduly restrictive so as to limit competition. Some factors to consider in this regard include: 1) Is any component of the solicitation so restrictive that only one or a small number of vendors can respond to the solicitation? 2) If so, were those vendors notified of the solicitation?

   This was a commodity purchase the commodity code use was the best code in the county's system that described the item (s) that were requested. The commodity specifications were such that vendor understood what the County was requestion. All vendors listed were notified. Yes however some vendors had changes in personnel and for that reason the e-mail might not have been read.
2) Was the solicitation advertised and posted on the County website as required yes
3) Would the County be likely to obtain greater vendor participation by advertising in other venues (e.g. New York State Contract Reporter, trade journals, other local media, etc.)? hard to say if there would be greater vendor participation The New York Post is the paper of record for Nassau County.
4) Was the commodity code used to conduct the solicitation appropriate? Were appropriate vendors registered with the County for that commodity code or otherwise notified yes
5) Is the market for the specified goods or services structurally limited (i.e. are there geographic, capital, vendor capacity, service schedule, or other requirements) that may inhibit greater vendor participation. yes
6) Was the solicitation conducted in a manner consistent with this Policy yes
7) Survey vendors that received notice of the solicitation but did not respond to determine why the vendor chose not to do so. Questions to be asked include: o Why did the vendor decline to bid or propose?
   Was there anything in the County's specifications, terms or conditions that caused them not to bid? If so, what?
   What changes, if any, could the County make to the solicitation to encourage competition?

1) If a vendor indicates that they did not bid or propose due to the specifications, terms or conditions, or if one indicates a change to the solicitation could enhance competition, then such feedback must be conveyed in writing to the subject matter expert responsible for the specification and the DCCO for consideration prior to recommending an award or reissuing the solicitation. see attached call log. Of the vendors responding the specifications were sufficient to bid.

Was there anything in the County's specifications, terms or conditions that caused them not to bid? If so, what? No the specifications were sufficient to bid.

No vendor surveyed mentioned that any changes needed to be made additionally the age and type of equipment being serviced the type of training needed to service to the equipment and part replacement makes it difficult for other vendors to bid, this is almost a sole source.

NASSAU COUNTY OFFICE OF SHARED SERVICES
1 WEST STREET
MINEOLA, NY 11501

CALL LOG

October 31, 2025

SOLICITATION NO.: 93972-06195-141
CONTRACT TITLE: Radio Maintenance and Equipment
BID START DATE: 05/29/2025 08:00 AM
BID DUE DATE: 07/15/2025 11:00 AM

Vendor	Date Solicitation Viewed	Contact Name (Vendor)	Phone	Email	Plans To Bid	Reason For Not Bidding
TELEPHONE CONSULTING SERVICES OF L.I. CORP.	05/29/2025	David Mahler	(516) 333-5500	DMAHLER@KONCEPTS.NET	no	Do not offer this type of service
Eastern Communications Ltd., LLC	05/29/2025	Gregg Moshensky	(718) 729-2044	GSM@EASTERNCOMMUNICATIONS.COM	no	Do not sell or service this types of items
Holzberg Communications, Inc.	05/30/2025	Andy Holzberg	(800) 654-9550	ANDYHOLZBERG.HCI@GMAIL.COM	no	e-mail sent received no response
MICROPRODUCTS OF AMERICA, INC.	06/03/2025	CARLOS FERNANDES	(631) 790-7352	CARLOSF@P-M-A.COM	no	e-mail sent receoved no response
Data Connect Enterprise Inc	07/01/2025	Timothy Haiber	(301) 924-7400	THAIBER@DATA-CONNECT.COM	no	e-mail sent receoved no response
Applied Concepts	06/04/2025	Jan Achilles	(972) 801-4883	SALES@STALKERRADAR.COM	no	check to see if they would be interested in
Deltek	05/29/2025	Management	(206) 373-9500	SOURCEMANAGEMENT@DELTEK.COM	no	e-mail sent receoved no response
vCloud Tech Inc.	06/30/2025	Nadia Khan	(833) 482-5683	VCLOUD@VCLOUDTECH.COM	no	e-mail sent receoved no response
Motorola Solutions Inc	05/29/2025	Tannenbaum	(212) 629-1794	MATT.TANNENBAUM@MOTOROLASOLUTIONS.COM	yes	

vPrime Tech Inc	05/29/2025	Jan Ghalib	(833) 333-1314	VPRIME@VPRIMETECH.COM	no	e-mail sent receoved no response
Enterprise technology solutions	06/10/2025	Ben Latif		BEN@ETSIG.COM	no	e-mail sent receoved no response
K Systems Solutions LLC	06/02/2025	William Ford	(184) 488-1342	SALES@KSSNYC.CO	no	outside there scope of work
Mr. Cheapo.com LLC	06/24/2025	Pierre Hacopian	(201) 222-3750	PH@STUYVESANTPARTNERS.COM	no	do not do service
TCI Systems, Inc.	06/04/2025	Tom Hebel	(718) 888-8898	SALES@TCISYSTEMS.COM	no	e-mail sent receoved no response
Scrim enterprise LLC	06/03/2025	Matthew Lowe	(484) 512-0144	SCRIMENTERPRISE@GMAIL.COM	no	e-mail sent receoved no response
Scientel Solutions	06/12/2025	Michael Cataletto	(630) 401-0053	MCATALETTO@SCIENTELSOLUTIONS.COM	no	e-mail sent receoved no response
Morgan Ingland	06/03/2025	Ayyaz Khan	(415) 991-2400	FED@MIATLANTIC.COM	no	can't provide service
eRepublic	06/02/2025	Mary Lamoreaux	(916) 932-1300	MLAMOREAUX@EREPUBLIC.COM	no	e-mail sent receoved no response
4Tech Solutions LLC	05/21/2025	Lindsay Martin	(770) 241-0670	LINDSAY@4TECH4ME.COM	no	do not syupply this manufacture
NEXT LEVEL BUSINESS TECHNOLOGY, INC.	06/12/2025	Elias Stambolis	(631) 293-2804	ESTAMB@NEXTLEVELUSA.COM	no	e-mail sent receoved no response
Angellas Tom Bird LLC	06/20/2025	Angella Nelson	(347) 531-8273	TOMBIRDSCRAP@GMAIL.COM	no	e-mail sent receoved no response
Aztek Computers LLC	07/07/2025	Ben Williams	(469) 574-0240	BEN@AZTEKC.COM	no	e-mail sent receoved no response
Copa GSE LLC	06/10/2025	Enzo Mackenzie		ENZO.MACKENZIE@COPAGSE.COM	no	e-mail sent receoved no response
Deborah K. Alston	07/03/2025	Deborah Alston	(502) 452-6851	DEBORAH.ALSTON@SELL2GOV.COM	no	e-mail sent receoved no response
K-RADIO LLC	06/04/2025	YOUNG CHUNG	(323) 747-1881	CCMJUNE@AM1660.COM	no	e-mail sent receoved no response
Tech Advanced Computers Inc	06/24/2025	Kendrick Tan	(850) 221-0382	KTAN@TECHADVANCED.COM	no	e-mail sent receoved no response
Anki Traders Inc	06/30/2025	Aniq Abid	(631) 507-7171	ANKITRADERS1@GMAIL.COM	no	e-mail sent receoved no response
BTTECS	06/04/2025	Buford Thomas	(347) 285-8787	INFO@BTTECS.COM	no	e-mail sent receoved no response

Lightkube Inc.	06/24/2025	Nikhil Kumar	(646) 667-7731	NIKHIL.KUMAR@LIGHTKUBE.COM	no	e-mail sent receoved no response
US Federal Contractor Registration Inc	07/07/2025	Gina Wright	(727) 279-5979	GWRIGHT@USFCR.COM	no	e-mail sent receoved no response
ROM Group Inc.	06/26/2025	Hanif Abdur-Rahman	(212) 920-9600	INFO@ROMGROUPINC.COM	no	e-mail sent receoved no response