This page left intentionally blank.

Nassau County, Florida
7.4 to 7.11 Upgrade
October 17, 2011

Motorola Confidential Restricted
Use or disclosure of this proposal is
subject to the restrictions on the title page

3-4   Statement of Work

4.1 Motorola System Support

Overview

Motorola Solutions has over 75 years of experience supporting mission critical communications for public safety and public service agencies. Motorola's Support Services ensure peak network and operational performance by offering a diverse portfolio of scalable support services. Motorola has an extensive service organization to provide local, trained, and qualified service personnel to manage your communications network. Motorola's Support Services focuses on performance, both technological and operational, to maximize the efficiency and security of your communications network. These services can help increase both the availability and the operating efficiency of your network, while effectively managing costs and ensuring the safety of your employees and the citizens they protect.

We are pleased to offer Nassau County a comprehensive Warranty and Maintenance Support plan. Motorola's plan provides for one year of warranty coverage for all proposed equipment, with optional pricing for years two through five of post-warranty maintenance for the P25 infrastructure equipment.

Warranty Year Support

After acceptance, Motorola is providing a full one year warranty and maintenance support program designed to keep your system operating at peak performance. The plan combines the services of our Systems Support Center (SSC), centrally located in Schaumburg, Illinois, with those delivered by our local, dedicated field support team located.

Motorola's field support team led by our local Customer Support Manager (CSM), Alex Cordova, will be responsible for planning and coordinating service and support of your system. Our CSM will work with our local Service Partner to provide ongoing maintenance and operations support. Our local Service Partner has the resources and experience to ensure uninterrupted system availability for your users.

Motorola provides an integrated total support plan for service, support, and repair of your wireless communications network. Our comprehensive support services can help reduce your total cost of ownership and ensure service availability while helping you cost-effectively deliver new network capabilities.

Motorola Confidential Restricted
Use or disclosure of this proposal is
subject to the restrictions on the title page

Nassau County, Florida
7.4 to 7.11 Upgrade
October 17, 2011

Warranty and Maintenance   4-1

4.2 System Lifecycle Support Plan

Overview

Modern LMR systems are specialized information technology (IT) networks that are a hybrid composition of commercial off-the-shelf IT components, specialized radio frequency (RF) components and software designed to comply with standards-based specifications. To ensure the highest level of operation, allow for system expansion, provide maximum lifespan, and protect the initial investment, regular update and replacement of individual software and hardware components is required.

The Motorola System Upgrade Agreement (SUA) is comprehensive approach to technology refreshment of the ASTRO® 25 system aligned with the Motorola lifecycle roadmap. The SUA is a complete package of hardware, software, and implementation services required to update the ASTRO 25 system on a scheduled basis to a level consistent the latest systems leaving the factory.

Updates to OEM components ensure availability of repair services support and may also provide increased capacity and processing speed. Regular updates enable system expansion (i.e. expansion of RF sites, dispatch positions, data subsystems, network management positions, etc.). Professional implementation services guarantee live system upgrades are performed with minimal interruption to system operation with minimal reliance on owner resources. SUA ensures the ASTRO 25 system functions at the highest level of operation, allows for expansion and feature enhancement, and maximizes the lifespan of the investment. For owners that are committed to upgrading their system on a regular basis, SUA provides a consistent budgeting solution that provides complete coverage.

After the initial warranty year, Motorola's System Upgrade Agreement II (SUAII) complements the lifecycle of the ASTRO 25 system by providing a complete package of hardware, software, and implementation services necessary to upgrade your ASTRO 25 system to a level consistent the latest systems leaving the factory.

4.3 System Upgrade Agreement II (SUAII)

The Motorola SUA is comprehensive approach too technology refreshment of the ASTRO 25 system, aligned with the Motorola lifecycle roadmap. Customers that take advantage of the ASTRO 25 SUA will be provided with the hardware and software updates necessary to maintain their system at the highest level of support and availability. Labor and technical resources to implement eligible system upgrades, such as Upgrade Operations (UO), field engineering, program management, systems technologist, and local service shop, are included within the coverage of this agreement. A system upgrade is provided on an annual basis to a level consistent with the latest systems leaving the factory. Keeping current via the SUA also provides access to the latest standard and optional features available in each system release. (Note: This may require an additional fee for optional feature licensing and hardware.)

Nassau County, Florida
7.4 to 7.11 Upgrade
October 17, 2011

Motorola Confidential Restricted
Use or disclosure of this proposal is
subject to the restrictions on the title page

4-2   Warranty and Maintenance

For system owners that prefer to upgrade their system on a less frequent basis, Motorola's SUA II is available at a lower cost, providing one system release upgrade every two years, combing the features of two releases in a single upgrade jump. The SUA II includes a complete package of hardware, software, and implementation services necessary to upgrade your ASTRO 25 system to a level consistent the latest systems leaving the factory.

SUA II ensures your system functions at the highest level of operation, allows for expansion and feature enhancement, and maximizes the lifespan of the investment. For customers that are committed to upgrading their system on a regular basis, SUA II provides a consistent budgeting solution that provides complete coverage and includes the following:

- **Major Release (system release)** – Includes third-party software and Motorola system software updates which provide enhancements to existing features and addition of significant new features which are available for purchase. Additionally, included are updates to Motorola subscriber programming software. Motorola subscriber software updates available as an option.
- **Hardware Refresh** – Version updates and/or replacements for Motorola field replaceable unit (FRU) hardware and third-party networking and computing hardware. (Replacement of legacy product platforms such as QUANTAR base stations, CENTRACOM dispatch consoles excluded.)
- **Implementation Services** – Technical support and operational resources such as field engineering, system technologist, project management and local service shop resources to provide end-to-end design, on-site implementation, and project management services.

Description	SUA II
Anti-virus Definition Update	
Minor Release (patch release)	✓
Information Assurance Remediation	
Major Release (system release)	✓
Hardware Refresh	✓
Implementation Services	✓
Major upgrades in 2yr period	1

Motorola Confidential Restricted
Use or disclosure of this proposal is
subject to the restrictions on the title page

Nassau County, Florida
7.4 to 7.11 Upgrade
October 17, 2011

Warranty and Maintenance   4-3

Total Cost of Ownership

Sustain Operation

Ability to maintain highest level of performance and functionality of the system operations.

Ensure Network Security and Information Assurance

Protection against system vulnerabilities that may compromise network security and confidential information. Compliance to mandated security requirements ((NIST 800-553, NENA NGG911, DHS 4300, DOD 88500.2, etc).

Plan for Expansion

Ability to expand the system (i.e. increased coverage, additional users and new features and functionality).

Provide Fiscal Stability

Planned fiscal approach for system maintenance, mitigation, and risk of unplanned expenses. Inability to fund required maintenance services can result in degradation of operation. Conformance with DHSS Grant funding requirements (e.g. SAFECOM 1 11890).

Ensure Investment ROI

Protection against premature deterioration and obsolescence, and extension of the system lifespan thereby saving taxpayer dollars.

Nassau County, Florida
7.4 to 7.11 Upgrade
October 17, 2011

Motorola Confidential Restricted
Use or disclosure of this proposal is
subject to the restrictions on the title page

4-4   Warranty and Maintenance

4.4 Statement of Work

1.0 Description of Service and Obligations

1.1 Under the ASTRO 25 Software Upgrade Agreement II ("SUA II"), Motorola agrees to provide the system owner with the software, hardware and implementation services required to execute one system infrastructure upgrade in a two-year period for their ASTRO 25 system as set forth below.

1.2 The parties agree that the system owner will have, at their option, the choice of upgrading in either Year 1 or Year 2 of the coverage period. To be eligible for the ASTRO 25 System Upgrade Agreement II, the ASTRO 25 system must be at system release 7.7 or later.

1.3 Motorola agrees to provide minor software upgrades, known as "patch releases", which may include commercial Operating Software ("OS") and application software patches and service pack updates. Currently, the parties acknowledge that Motorola's service includes Microsoft Windows and Server OS, Red Hat Linux, Sun Solaris and any Motorola software service packs that may be available. Motorola agrees to provide only patch releases that have been analyzed, pre-tested, and certified in a dedicated ASTRO 25 test lab to ensure that they are compatible and do not interfere with the ASTRO 25 network functionality. Corresponding 3rd Party software and operating system patches will be released quarterly upon successful completion of the regular test cycle or at Motorola's discretion. Once a patch release has been validated as safe for deployment on the radio network, Motorola agrees to post it on a Motorola secure extranet site for the Customer to download and deploy.

> 1.3.1 The parties agree that minor software upgrades, and patch release coverage, which include commercial OS and application software patches and service pack updates, will terminate should the customers system release version become more than 5 system release versions form the current shipping release version.

1.4 Motorola further agrees to provide one major software upgrade, known as a "system release upgrade", per two-year period. The parties agree that ASTRO 25 system release upgrades are considered "major" upgrades if they include commercial OS and application software updates as well as Motorola system release software. System releases shall be pre-tested and certified in Motorola's Systems Integration Test lab every 6 months to 12 months. ASTRO 25 system releases shall improve the system functionality and operation from previous releases and may include some minor feature enhancements. At Motorola's option, system releases may also include significant new feature enhancements that Motorola may offer for purchase.

1.5 The parties agree to the Eligible System Release Upgrade Paths available to the system owner as per the system release upgrade chart referenced and incorporated in Appendix A.

1.6 Motorola agrees that this Agreement entitles a Customer to past software versions for the purpose of downgrading product software to a compatible release version.

1.7 Motorola agrees that the following ASTRO 25 system release software for the following products are covered under this Agreement: base stations, site controllers, comparators, routers, LAN switches, servers, dispatch consoles, network management terminals, Network Fault Management ("NFM") products, network security devices such as firewalls and intrusion detection sensors, and associated peripheral infrastructure software.

1.8 Product programming software such as Radio Service Software ("RSS"), Configuration Service Software ("CSS"), and Customer Programming Software ("CPS") are also covered under this Agreement.

Motorola Confidential Restricted
Use or disclosure of this proposal is
subject to the restrictions on the title page

Nassau County, Florida
7.4 to 7.11 Upgrade
October 17, 2011

Warranty and Maintenance   4-5

1.9 The parties agree that subscriber software upgrades are available as an option to the ASTRO 25 SUA II. The parties further agree that subscriber software installation and reprogramming are excluded from the ASTRO 25 SUA II coverage.

1.10 Motorola agrees to provide hardware version updates and/or replacements necessary to upgrade the system to an eligible system release with an equivalent level of functionality once in a two-year period. Hardware will be upgraded and/or replaced if required to maintain the existing feature & functionality of the then current system release. The parties agree that any updates to hardware versions and/or replacement hardware required to support new features or those not specifically required to maintain existing functionality are not included.

1.11 Motorola agrees that the following hardware components are eligible for full product replacement when necessary per the eligible system release upgrade and if originally provided by Motorola:

> 1.11.1 Servers
>
> 1.11.2 PC Workstations
>
> 1.11.3 Routers
>
> 1.11.4 LAN Switches

1.12 Motorola agrees that the following hardware components are eligible for board-level replacement when necessary per the eligible system release upgrade. The parties agree that "board-level replacement" is defined as any Field Replaceable Unit ("FRU") for the products listed:

> 1.12.1 GTR 8000 Base Stations
>
> 1.12.2 GCP 8000 Site Controllers
>
> 1.12.3 GCM 8000 Comparators
>
> 1.12.4 MCC 7500 Console Operator Positions
>
> 1.12.5 STR 3000 Base Stations
>
> 1.12.6 Quantar Base Stations
>
> 1.12.7 Centracom Gold Elite Console Operator Interface Electronics
>
> 1.12.8 Centracom Gold Elite Central Electronics Banks
>
> 1.12.9 Ambassador Electronics Banks
>
> 1.12.10 Motorola Gold Elite Gateways
>
> 1.12.11 ASTROTAC Comparators
>
> 1.12.12 PSC 9600 Site Controllers
>
> 1.12.13 PBX Switches for Telephone Interconnect
>
> 1.12.14 NFM/NFM XC/MOSCAD RTU

1.13 The ASTRO 25 SUA II does not cover all products. Refer to section 2.0 for exclusions and limitations.

Nassau County, Florida
7.4 to 7.11 Upgrade
October 17, 2011

Motorola Confidential Restricted
Use or disclosure of this proposal is
subject to the restrictions on the title page

4-6   Warranty and Maintenance

1.14 Motorola agrees to provide implementation services necessary to upgrade the system to an eligible system release with an equivalent level of functionality once in a two-year period. The parties agree that any implementation services that are not directly required to support the system upgrade are not included. The parties further agree that implementation services necessary for system expansions and/or new features or functionality that are implemented concurrent with the system upgrade are not included.

1.15 Motorola Agrees to provide the following software design and technical resources necessary to complete one eligible system release upgrade in a two-year period:

    1.15.1 Review infrastructure system audit data as needed.

    1.15.2 Identify additional system equipment needed to implement a system release, if applicable.

    1.15.3 Complete a proposal defining the system release, equipment requirements, installation plan, and impact to system users.

    1.15.4 Advise Customer of probable impact to system users during the actual field upgrade implementation.

    1.15.5 Program management support required to perform the system upgrade.

    1.15.6 Field installation labor required to perform the system upgrade.

    1.15.7 Upgrade operations engineering labor required to perform the system upgrade.

    1.15.8 Prepare a Customer Support Plan prior to system acceptance.

1.16 The parties agree that the ASTRO 25 SUA II pricing is based on the system configuration outlined in Appendix B. The parties further agree that this configuration is to be reviewed annually on the contract renewal date. Any change in system configuration may require an ASTRO 25 SUA II price adjustment.

1.17 The parties agree and acknowledge that the ASTRO 25 SUA II applies only to system release upgrades within the ASTRO 25 7.x platform.

1.18 Motorola agrees to issue the Software Maintenance Agreement ("SMA") bulletin on an annual basis and post it in soft copy on a designated extranet site for Customer access. Standard and optional features for a given ASTRO 25 system release are listed in the SMA bulletin.

1.19 The parties agree that all services described in this SOW are available during the Standard Business Day unless otherwise agreed to by Motorola.

1.20 Coverage Continuity.

    1.20.1 The parties acknowledge and agree that the ASTRO 25 SUA II requires continuous coverage beginning within (90) days after the expiration of system warranty. Should the Customer delay purchase of an ASTRO 25 SUA II beyond (90) days from system warranty expiration or elect to discontinue the ASTRO 25 SUA II and later decide to reinstate coverage, additional payment(s) will be necessary to cover the period for which coverage was discontinued or delayed. The total of payments for lapses in coverage will not exceed 3 years in equivalent ASTRO 25 SUA II coverage.

1.21 The Customer agrees that they shall:

    1.21.1 Contact Motorola upon receiving the SMA bulletin to engage the appropriate Motorola resources for a system release upgrade.

    1.21.2 Purchase any additional software and hardware necessary to implement optional system release features or system expansions.

Motorola Confidential Restricted
Use or disclosure of this proposal is
subject to the restrictions on the title page

Nassau County, Florida
7.4 to 7.11 Upgrade
October 17, 2011

Warranty and Maintenance   4-7

1.21.3 Provide or purchase labor to implement optional system release features or system expansions.

1.21.4 Provide high-speed internet connectivity at the zone core site(s) for use by Motorola to perform remote upgrades and diagnostics during the upgrade period.

1.21.5 Properly store and make available hardware and software required to perform software upgrade services needed for installation of the system release.

1.21.6 If the Servicer is required to travel beyond two (2) hours or one hundred twenty (120) miles by vehicle from the prime site to a remote site to deliver this service, the Customer is responsible for incremental travel and expenses incurred.

1.21.7 Inform system users of software upgrade plans and scheduled system downtime. Perform appropriate system backups and make them readily available during the installation of the system release.

1.21.8 Assist Motorola in the preparation of a Customer Support Plan before system acceptance and provide all information necessary to complete the Customer Support Plan.

1.21.9 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide software upgrade services.

2.0 Exclusions and Limitations

2.1 The parties agree that Systems that have non-standard configurations that have not been certified by Motorola Systems Integration Testing are specifically excluded from the ASTRO 25 SUA II unless otherwise agreed in writing by Motorola and included in this SOW.

2.2 The parties agree that the ASTRO 25 SUA II does not include hardware replacement for all products. Version updates may be available in some cases, but complete product replacement is not covered for all products.

2.3 The parties acknowledge and agree that the ASTRO 25 SUA II does not cover the following products:

- MCC5500 Dispatch Consoles
- MIP5000 Dispatch Consoles
- Plant/E911 Systems
- MOTOBRIDGE Solutions
- ARC 4000 Systems
- Motorola Public Sector Applications Software ("PSA")
- Custom SW, CAD, Records Management Software
- Data Radio Devices
- Mobile computing devices such as Laptops
- Non-Motorola two-way radio subscriber products
- Genesis Products
- Point-to-point products such as Microwave terminals and association multiplex equipment

2.4 The parties further agree that the ASTRO 25 SUA II does not cover any hardware or software supplied to the system owner by any Motorola business sector other than Motorola Solutions and/or purchased directly from a third party, unless specifically included in this SOW.

2.5 The parties agree that the ASTRO 25 system release upgrades include limited security updates issued by Microsoft, Solaris and Red Hat certified with each individual system release.

Nassau County, Florida
7.4 to 7.11 Upgrade
October 17, 2011

Motorola Confidential Restricted
Use or disclosure of this proposal is
subject to the restrictions on the title page

4-8   Warranty and Maintenance

2.6 The parties agree that the ASTRO 25 SUA II does not cover software support for virus attacks or other applications that are not part of the ASTRO 25 system, or unauthorized modifications or other misuse of the covered software. Motorola is not responsible for management of anti-virus or other security applications (such as Norton). Anti-virus and/or security application support may be covered under a separate agreement.

2.7 The parties agree that upgrades for equipment add-ons or expansions during the term of the contract are not included in the coverage of this SOW unless otherwise agreed to by Motorola.

3.0 Special Provisions

3.1 Customer acknowledges that if its System has a Special Product Feature, additional engineering may be required to prevent an installed system release from overwriting the Special Product Feature. Upon request, Motorola will determine whether a Special Product Feature can be incorporated into a system release and whether additional engineering effort is required. If additional engineering is required Motorola will issue a change order for the change in scope and associated increase in the price for the ASTRO 25 SUA II.

3.2 Customer acknowledges that they may use the software (including any System Releases) only in accordance with the applicable Software License Agreement. The SUA II Statement of Work is not intended to modify or terminate an existing Software License Agreement. The SUA II or services rendered by Motorola does not alter Motorola's software intellectual property rights.

3.3 Customer acknowledges that SUA II services do not include repair or replacement of hardware or software necessary due to defects that are not corrected by the system release, nor does it include repair or replacement of defects resulting from any nonstandard or improper use or conditions or from unauthorized installation of software.

3.4 The parties agree that ASTRO 25 SUA II coverage and the parties' responsibilities described in this Statement of Work will automatically terminate if Motorola no longer supports the ASTRO 25 7.x software version in the Customer's system or discontinues the SUA II program; in either case, Motorola will refund to Customer any prepaid fees for System Upgrade Agreement services applicable to the terminated period.

3.5 Motorola may suspend or terminate the ASTRO 25 SUA II if the following conditions apply:

- Customer fails to pay Motorola any fees for the ASTRO 25 SUA II when due
- Customer breaches the Software License Agreement or other applicable agreement
- Customer's rights to use the software under the Software License Agreement expire or are terminated
- Customer replaces its Motorola System with a system from another manufacturer

Motorola Confidential Restricted
Use or disclosure of this proposal is
subject to the restrictions on the title page

Nassau County, Florida
7.4 to 7.11 Upgrade
October 17, 2011

Warranty and Maintenance   4-9
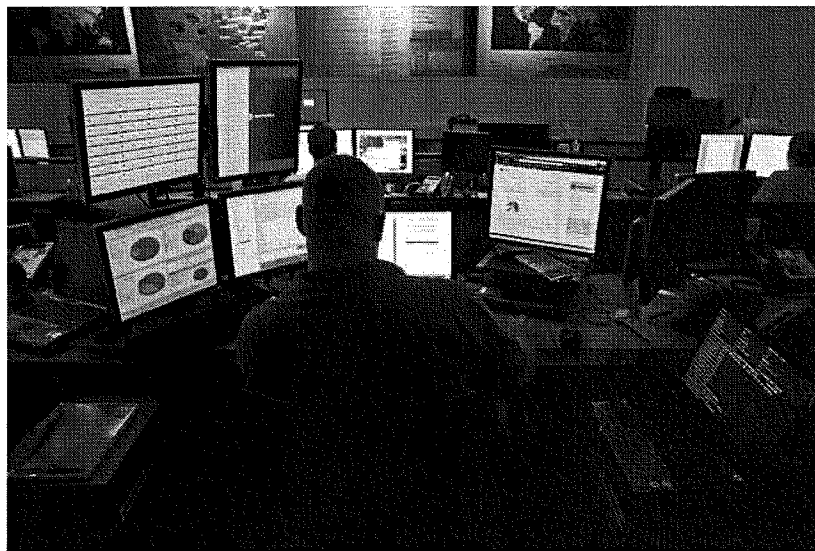
4.0 WARRANTIES AND DISCLAIMER:

Motorola warrants that its services will be free of defects in materials and workmanship for a period of ninety (90) days following completion of the service ("Warranty Period"). Your sole remedies are to require Motorola to re-perform the affected service or at Motorola's option to refund, on a pro-rata basis, the service fees paid for the affected service. 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 this information is provided) are collectively referred to as "Documentation." During the applicable Warranty Period, Motorola warrants that the tested anti-virus definitions, intrusion detection sensor signatures, and operating system security updates/patches do not degrade or compromise System functionality, and that after incorporation of the recommended remediation action the System Software, when used properly and in accordance with the Documentation, 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 solely with reference to the Documentation. Motorola does not warrant that Customer's use of the software or products will be uninterrupted or error-free or that the software or the products will meet Customer's particular requirements.

MOTOROLA DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO PRETESTED ANTI-VIRUS DEFINITIONS, DATABASE SECURITY UPDATES, OPERATING SYSTEM SOFTWARE PATCHES, AND INTRUSION DETECTION SENSOR SIGNATURE FILES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. FURTHER, MOTOROLA DISCLAIMS ANY WARRANTY CONCERNING THE NON-MOTOROLA SOFTWARE AND DOES NOT GUARANTEE THAT CUSTOMER'S SYSTEM WILL BE ERROR-FREE OR IMMUNE TO VIRUSES OR WORMS AS A RESULT OF THESE SERVICES.

Nassau County, Florida
7.4 to 7.11 Upgrade
October 17, 2011

Motorola Confidential Restricted
Use or disclosure of this proposal is
subject to the restrictions on the title page

4-10   Warranty and Maintenance

4.5 Summary

Motorola's Support Services ensure peak network and operational performance by offering a diverse portfolio of scalable support services. Motorola has an extensive service organization to provide local, trained, and qualified service personnel to manage your communications network. Motorola's Support Services focuses on performance, both technological and operational, to maximize the efficiency and security of your communications network. These services can help increase both the availability and the operating efficiency of your network, while effectively managing costs and ensuring the safety of your employees and the citizens they protect.

Motorola's in-depth and first-hand knowledge of mobility—communications processes, technologies, and integrated solutions—is invaluable. We have more than 80 years of experience in designing, building, maintaining and managing large, complex mobile networks. Our 6,500 Motorola Services professionals and over 8,000 world-class partners and certified subcontractors, have the support of a global network of R&D centers and test labs, as well as Motorola service and support centers at local, regional and national levels. Few organizations claim to offer such a complete range of professional services within the communications industry. Even fewer are prepared to deliver.

Motorola Confidential Restricted
Use or disclosure of this proposal is
subject to the restrictions on the title page

Nassau County, Florida
7.4 to 7.11 Upgrade
October 17, 2011

Warranty and Maintenance   4-11

This page left intentionally blank.

Nassau County, Florida
7.4 to 7.11 Upgrade
October 17, 2011

Motorola Confidential Restricted
Use or disclosure of this proposal is
subject to the restrictions on the title page

4-12   Warranty and Maintenance

Section 5.   Pricing Summary

5.1   Upgrade Pricing and Equipment

Description	Price ($)
7.4 to 7.11 System Total	1,019,101.00[1]
Customer Loyalty Discount for System as Proposed and Contract Execution Prior to December 31, 2011	(20,382.00)
Customer Sale Price	998,719.00

[1] *Above price valid only with SUA II subscription.*

Software Upgrade Agreement II (SUA II) Pricing

Post-Warranty Maintenance	Year 2 ($)	Year 3 ($)	Year 4 ($)	Year 5 ($)
Software Upgrade Agreement II (SUA II)	246,700	249,500	252,500	255,600

Equipment List

SUBSYSTEM	BLOCK	LINE NO.		QTY	NOMENCLATURE	DESCRIPTION
M2 Master	NMS/ZC	1	-	1	SQM01SUM0199	MASTER SITE CONFIGURATION
M2 Master	NMS/ZC	1	a	1	CA01428AD	ADD: 7.11 ZC/NM HW 24 SITES OR LESS
M2 Master	NMS/ZC	1	b	1	CA01429AD	ADD: 7.11 REDUNDANT HW 24 SITE/LESS
M2 Master	NMS/ZC	1	c	1	CA01770AA	ADD: DUAL COMMON PLATFORM HARDWARE MAX 24 SITES
M2 Master	NMS/ZC	1	d	1	CA01784AA	ADD: STORAGE DEVICE
M2 Master	NMS/ZC	1	e	1	CA01472AA	ADD: WINDOWS SUPPLEMENTAL FULL CONFIG
M2 Master	NMS/ZC	1	f	1	QA01205AA	ENH: ASTRO 25 WITH IV&D
M2 Master	NMS/ZC	1	g	5	CA01209AB	ENH: ASTRO 25 IV&D SITE
M2 Master	NMS/ZC	1	h	1	CA01223AA	ADD: HIGH AVAILABILITY ZC LICENSE
M2 Master	NMS/ZC	1	i	1	CA01720AA	ADD: ANTI-VIRUS SERVICE (SERVERS)
M2 Master	NMS/ZC	1	j	1	CA01723AA	ADD: BASELINE BACK UP
M2 Master	NMS/ZC	1	k	10	CA01208AA	ENH: 500 RADIO USER LICENSES
M2 Master	NMS/ZC	1	l	14	CA01588AA	ADD: ANTI-VIRUS SERVICE
M2 Master	NMS/ZC	1	m	1	Z13AG	ENH: UNIFIED NETWORK CONFIGURATOR (UNC)
M2 Master	NMS/ZC	1	n	2	Z802AF	ENH: USER CONFIGURATION MANAGER (UCM)

Motorola Confidential Restricted
Use or disclosure of this proposal is
subject to the restrictions on the title page

Nassau County, Florida
7.4 to 7.11 Upgrade
October 17, 2011

Pricing Summary   5-1

SUBSYSTEM	BLOCK	LINE NO.		QTY	NOMENCLATURE	DESCRIPTION
M2 Master	NMS/ZC	1	o	1	CA01224AB	ENH: UNIFIED EVENT MANAGER (UEM)
M2 Master	NMS/ZC	1	p	1	CA01453AA	ADD: FLEXIBLE AIR TRAFFIC INFORMATION ACCESS
M2 Master	NMS/ZC	1	q	1	ZA00103AA	ENH: TECHNICAL ASSISTANCE, TEN HOURS
M2 Master	NMS/ZC	1	r	1	D980AU	ADD: CADI SOFTWARE OPTION
M2 Master	NMS/ZC	1	s	1	ZA00104AA	ENH: TECHNICAL ASSISTANCE, FORTY HRS
M2 Master	NMS/ZC	1	t	2	D52AJ	ENH: ZONEWATCH
M2 Master	NMS/ZC	1	u	2	DA00148AG	ENH: ZONE HISTORICAL REPORTS
M2 Master	NMS/ZC	1	v	2	ZA00149AD	ENH: DYNAMIC REPORTS
M2 Master	NMS/ZC	1	w	2	Z801AM	ENH: RADIO CONTROL MANAGER
M2 Master	NMS/ZC	1	x	2	ZA00151AG	ENH: AFFILIATION USER REPORTS
M2 Master	NMS/ZC	1	y	1	CA01238AA	ENH: EMAIL ALARM NOTIFICATIONS
M2 Master	NMS/ZC	1	z	1	CA01884AA	ADD: MOSCAD NFM AND LICENSES
M2 Master	NMS/ZC	2	-	1	F4544	SITE MANAGER ADVANCED
M2 Master	NMS/ZC	2	a	1	V266	ADD: 90VAC TO 260VAC PS TO SM
M2 Master	NMS/ZC	2	b	1	VA00220	SDM3000 NETWORK TRANSLATOR ASTRO F/W FOR A7.11
M2 Master	NM_CLIENT	3	-	1	DLN6692	HP LASERJET PRINTER CP3525DN 110V
M2 Master	NM_CLIENT	4	-	1	TT2311	Z400 HIGH TIER WITH WINDOWS 7 (64-BIT) NON-RETURNABLE
M2 Master	NM_CLIENT	5	-	1	T7702	ASTRO 7.11 CLIENT APPLICATION SOFTWARE
M2 Master	NM_CLIENT	6	-	1	DS019BLK	19" LCD, BLACK, NON-TOUCH
M2 Master	NM_CLIENT	7	-	1	TT2311	Z400 HIGH TIER WITH WINDOWS 7 (64-BIT) NON-RETURNABLE
M2 Master	NM_CLIENT	8	-	1	T7702	ASTRO 7.11 CLIENT APPLICATION SOFTWARE
M2 Master	NM_CLIENT	9	-	1	DS019BLK	19" LCD, BLACK, NON-TOUCH
M2 Master	NM_CLIENT	10	-	2	DDN9657	CRYSTAL REPORTS 2008 (VISTA COMPATIBLE ;FOR A7.5 & BEYOND)
M2 Master	NM_NETWORK	11	-	1	SQM01SUM0205	GGM 8000 GATEWAY
M2 Master	NM_NETWORK	11	a	1	CA01616AA	ADD: AC POWER
M2 Master	NM_NETWORK	12	-	1	CLN1836	2610-24 ETHERNET SWITCH
M2 Master	NM_NETWORK	13	-	1	SQM01SUM0205	GGM 8000 GATEWAY
M2 Master	NM_NETWORK	13	a	1	CA01616AA	ADD: AC POWER
M2 Master	AUTHEN	14	-	1	TT1969	RSA AUTH. MGMT V. 6.1 WITH 25 CLIENT ACCESS LICENSES
M2 Master	AUTHEN	14	a	1	TT04523AA	ADD: RSA ACE SERVER MAINTENANCE FOR 25 CLIENT ACCESS LICENSES
M2 Master	AUTHEN	15	-	1	DDN8653	RSA 5 YEAR HARD TOKEN (INCLUDES 5 TOKENS)
M2 Master	AUTHEN	16	-	1	TT2022	LX4000T 8 PORT TERMINAL SERVER, NO DIAL-UP MODEM INCLD.
M2 Master	OSH	17	-	14	T7448	WINDOWS SUPPLEMENTAL FULL CONFIG
M2 Master	CNI	18	-	1	DDN9590	SSG140 FIREWALL W/ 2 YEARS SUPPORT

Nassau County, Florida
7.4 to 7.11 Upgrade
October 17, 2011

Motorola Confidential Restricted
Use or disclosure of this proposal is
subject to the restrictions on the title page

5-2   Pricing Summary

SUBSYSTEM	BLOCK	LINE NO.		QTY	NOMENCLATURE	DESCRIPTION
M2 Master	CNI	19	-	1	L3540	CERTIFIED FIREWALL MANAGEMENT SERVER NON-RETURNABLE
M2 Master	CNI	20	-	1	TT1933	NETSCREEN-SECURITY MGR W/25 DEVICE LIC & 2YR SUPPORT
M2 Master	CNI	21	-	1	T7399	FMS SUPPLEMENTARY DISK
M2 Master	CNI	22	-	2	CLN1836	2610-24 ETHERNET SWITCH
M2 Master	CNI	23	-	1	ST6000	S6000 MNR MULTI-PROTOCOL ROUTER
M2 Master	CNI	24	-	1	ST6017B	S6000 4 PORT ULTRAWAN II MODULE
M2 Master	CNI	25	-	1	SQM01SUM0205	GGM 8000 GATEWAY
M2 Master	CNI	25	a	1	CA01616AA	ADD: AC POWER
M2 Master	PDG	26	-	1	SQM01SUM0197	PACKET DATA GATEWAY (RACKMOUNT SERVER)
M2 Master	PDG	26	a	1	CA01621AA	ADD: PDG SOFTWARE FOR INTEGRATED VOICE & DATA
M2 Master	SRC	27	-	1	SQM01SUM0189	SRC7500 SWG ROUTING CENTER
M2 Master	SRC	27	a	1	CA01420AA	ADD: DUAL CORE LAN 1-24 SITES
M2 Master	SRC	27	b	1	CA01344AA	ADD: DUAL GATEWAY ROUTERS AEB IF
M2 Master	SRC	27	c	1	CA01425AA	ADD: RED CORE ROUTER 1-24 SITES CWR
M2 Master	SRC	27	d	1	CA01361AA	ADD: GGSN
M2 Master	RACK	28	-	2	TRN7343	SEVEN AND A HALF FOOT RACK
M2 Master	SOFTWARE	29	-	1	DVN4046	MASTER SYSTEM KEY STARTER KIT
M2 Master	SPARES	30	-	1	DLN6699	SUN NETRA T5220 SERVER WITHOUT SOFTWARE
M2 Master	SPARES	31	-	1	DLN6697	FRU: POWER SUPPLY, 650W
M2 Master	SPARES	32	-	1	DLN6700	FRU: 300 GB HARD DRIVE
M2 Master	SPARES	33	-	1	DLN6698	FRU: DVD R/W DRIVE, 8X
M2 Master	SPARES	34	-	1	DLN1419	FRE: DL360 SERVER WITHOUT SOFTWARE
M2 Master	SPARES	35	-	1	DLN1418	FRU: HARD DRIVE 146 GB SAS
M2 Master	SPARES	36	-	1	DDN9364	DVD DRIVE DVD RW 8X/8X IDE 5.25" SLIM
M2 Master	SPARES	37	-	1	SQM01SUM0205	GGM 8000 GATEWAY
M2 Master	SPARES	37	a	1	CA01616AA	ADD: AC POWER
M2 Master	SPARES	38	-	1	CLN1836	2610-24 ETHERNET SWITCH
M2 Master	SPARES	39	-	1	ST6000	S6000 MNR MULTI-PROTOCOL ROUTER
M2 Master	SPARES	40	-	1	ST6017B	S6000 4 PORT ULTRAWAN II MODULE
M2 Master	SPARES	41	-	1	ST6202	SRC 24 PORT T1/E1EXP II
M2 Master	SPARES	42	-	1	RLN5342	DRIIVE RAILS, 0113990B06
M2 Master	SPARES	43	-	1	RLN5352	REAR FAN FRU, 0113990B16
M2 Master	SPARES	44	-	1	RLN5344	DUAL IDE CABLW, 0113990B08
M2 Master	SPARES	45	-	1	RLN5345	FILLER PANEL, 0113990B09
M2 Master	SPARES	46	-	1	RLN5353A	BOTTOM TRAY FAN, 0113990B17
M2 Master	SPARES	47	-	1	RLN5354	TRANSITION MODULE
M2 Master	SPARES	48	-	1	BLN1273	VC/SC TRANSITION CARD FRU (POST A6.3)
M2 Master	SPARES	49	-	1	DLN6742	460 WATT POWER SUPPLY
M2 Master	SPARES	50	-	1	DLN6744	300 GB SAS HARD DISK DRIVE

Motorola Confidential Restricted
Use or disclosure of this proposal is
subject to the restrictions on the title page

Nassau County, Florida
7.4 to 7.11 Upgrade
October 17, 2011

Pricing Summary   5-3

SUBSYSTEM	BLOCK	LINE NO.		QTY	NOMENCLATURE	DESCRIPTION
M2 Master	SPARES	51	-	1	DLN6745	DVD-RW SATA DRIVE (DL360)
Elite Upgrades	MGEG	52	-	2	B1903	MGEG SOFTWARE REFRESH
Elite Upgrades	ELITE	53	-	1	B1879	CENTRACOM GOLD SOFTWARE REFRESH PACKAGE
Elite Upgrades	ELITE	53	a	8	X03	ADD: SOFTWARE REFRESH, ELITE/ADMI0DM/CDM
Elite Upgrades	ELITE	53	b	11	X69	ADD: SOFTWARE REFRESH, COIM OR LOMI
Elite Upgrades	ELITE	53	c	3	X79	ADD: SOFTWARE REFRESH, AIMI
Elite Upgrades	ELITE	53	d	7	X80	ADD: SOFTWARE REFRESH, AMBASSADOR
Elite Upgrades	ELITE	53	e	2	X81	ADD: SOFTWARE REFRESH, ZAMBI
Elite Upgrades	ELITE	54	-	1	B1879	CENTRACOM GOLD SOFTWARE REFRESH PACKAGE
Elite Upgrades	ELITE	54	a	1	X03	ADD: SOFTWARE REFRESH, ELITE/ADMI0DM/CDM
Upgrades	MULTI_SITE	55	-	1	T7140	G-SERIES SOFTWARE UPGRADE
Upgrades	MULTI_SITE	55	a	2	CA01118AA	ADD: CIRCUIT BASED MULTISITE SC SW UPGRADE
Upgrades	MULTI_SITE	56	-	1	T7140	G-SERIES SOFTWARE UPGRADE
Upgrades	MULTI_SITE	56	a	25	CA01115AA	ADD: CIRCUIT BASED MULTISITE BR SW UPGRADE
Upgrades	MULTI_SITE	57	-	1	T6592	A-TAC 9600 UPGRADE
Upgrades	MULTI_SITE	57	a	5	CA00093AA	ADD: ASTRO-TAC 9600 SOFTWARE UPGRADE
Upgrades	SOFTWARE	58	-	1	DLN6455R	CONFIGURATION/SERVICE SOFTWARE
Upgrades	SOFTWARE	59	-	4	T7398	SYMANTEC AV UPGRADE MEDIA
Upgrades	SOFTWARE	60	-	3	T7449	WINDOWS SUPPLEMENTAL TRANS CONFIG
Upgrades	MOSCAD	61	-	1	F5567	SDM3000 BUILDER SOFTWARE FOR A7.11
Upgrades	MOSCAD	62	-	7	FVN5888	SDM3000 ASTRO F/W FOR A7.11
Upgrades	MOSCAD	63	-	1	F5567	MOSCAD NFM LEGACY PACKAGE FOR A7.11
Upgrades	LAN Switch	64	-	17	CLN1836	2610-24 ETHERNET SWITCH
Upgrades	GWS_CLIENT	65	-	1	TT2311	Z400 HIGH TIER WITH WINDOWS 7 (64-BIT) NON-RETURNABLE
Upgrades	GWS_CLIENT	66	-	1	DS019BLK	19" LCD, BLACK, NON-TOUCH
Upgrades	GWS_CLIENT	67	-	1	TT2177	INTOUCH RUNTIME 60K TAG W/O-I/O, V10.1, LIC ONLY
Upgrades	GWS_CLIENT	68	-	1	DDN9979	SYMANTEC ENDPOINT PROTECTION V11.0 CORP ED LIC & MEDIA SINGLE COPY

Nassau County, Florida
7.4 to 7.11 Upgrade
October 17, 2011

Motorola Confidential Restricted
Use or disclosure of this proposal is
subject to the restrictions on the title page

5-4   Pricing Summary

5.2 Optionally Priced Items

Post-Warranty Maintenance

As Motorola's continuing commitment to supporting your system, warranty services can be extended after the first year to provide maintenance and service support in future years. Any service can be tailored to your specific needs and budget. The continuation of these services beyond the warranty year will help ensure maximum system uptime as well as maintaining the highest level of system performance.

Post-Warranty Maintenance	Year 2 ($)	Year 3 ($)	Year 4 ($)	Year 5 ($)
P25 Infrastructure Maintenance: - Network and Security Monitoring Service - Security Update Service - Dispatch Service - Technical Support - OnSite Infrastructure Response - Infrastructure Repair with Advanced Replacement	249,679	257,169	264,884	272,830

Replace Gold Elite Consoles with MCC 7500 Dispatch Consoles

Description	Price Range ($)
- Assumes 7.4 to 7.11 complete - 6 new ops at NCSO – new computers and monitors along with a Nice Scenario Replay Station - New AIS & Nice 30 channel IP logging recorder for Master site - 2 new ops at FBPD – new computers and monitors with along with a Nice Scenario Replay Station - IP network connection via existing HSU card in TeNSr and existing T1	1,093,758.00 to 1,242,907.00

Replace the ASTRO-TAC Comparators with IP Simulcast GCM8000 Comparators

Description	Price Range ($)
- Assumes 7.4 to 7.11 complete - 5 new GCP8000 IP Simulcast Comparators at the Yulee Prime Site - Add IP Simulcast Software to the existing GTR8000 stations - Requires re-configuring the existing network bandwidth of the TeNSr HSU cards from 64kbps to at least 384 Kbps	467,752.00 to 531,536.00

Motorola Confidential Restricted
Use or disclosure of this proposal is
subject to the restrictions on the title page

Nassau County, Florida
7.4 to 7.11 Upgrade
October 17, 2011

Pricing Summary   5-5

5.3 Leasing Option

MOTOROLA

Date:	October 17, 2011
Financing proposal for:	Nassau County, FL
	Communications System Financing Proposal

Motorola Solutions Credit Company LLC is pleased to submit the following proposal for the financing of your Motorola Communications equipment in accordance with the terms and conditions outlined below:

Transaction Type:	Municipal Lease-Purchase Agreement
Lessor:	Motorola Solutions, Inc. (or its Assignee)
Lessee:	Nassau County, FL
Amount:	$998,719.00
Down Payment:	$0.00
Balance to Finance:	$998,719.00
Equipment:	As per the Motorola equipment proposal.
Title:	Title to the equipment will vest with the Lessee.
Insurance:	Lessee will be responsible to insure the equipment as outlined in the lease contract.
Taxes:	Personal property, sales, leasing, use, stamp, or other taxes are for the account of the Lessee.

	Option One	Option Two	Option Three	Option Four
Lease Term:	Three Years	Five Years	Seven Years	Ten Years
Payment Frequency:	Annual	Annual	Annual	Annual
Payment Structure:	Arrears	Arrears	Arrears	Arrears
Lease Rate:	2.91%	2.99%	3.22%	3.61%
Lease Factor:	0.352919	0.218292	0.161840	0.120909
Lease Payment:	$352,468.71	$218,012.60	$161,632.48	$120,754.68
Payment Commencement:	First payment due one year after contract execution.	First payment due one year after contract execution.	First payment due one year after contract execution.	First payment due one year after contract execution.
Expiration:	This interest rate methodology is valid for all leases commenced by 11/18/2011

Indexing arrangement – Non bank qualified structure 3, 5, 7 and 10 year terms

The Lease Payments shall be calculated using a rate of interest ("Lease Rate") that is initially indexed to the three (3), five (5) or seven (7) or ten (10) average life interest Rate Swap (the "Index Rate") as reported on the Federal Reserve Statistical Release H.15 Report. The average life interest Rate Swap corresponds to the respective lease term. The H.15 Report can be accessed at the Federal Reserve Bank web site: www.federalreserve.gov/releases/h15/. On the Commitment Date, the final Lease Rate will be calculated by taking the Index Rate for that date from the H.15 Report, plus a spread of 3.36% and multiplying the sum of those two numbers by .64 to calculate the Lease Rate for the 3 year term. The rate for the 5 year term will be calculated by taking the Index Rate for that date from the H.15 Report, plus a spread of 3.81% and multiplying the sum of those two numbers by .64. The rate for the 7 year term will be calculated by taking the Index Rate for that date from the H.15 Report, plus a spread of 3.84% and multiplying the sum of those two numbers by .64. The rate for the 10 year term will be calculated by taking the Index Rate for that date from the H.15 Report, plus a spread of 4.02% and multiplying the sum of those two numbers by .64. The rates are then fixed for the full term of the Lease.

The following H.15 average life Index Rates were in place at the approximate time this quote was issued:

3 year : .65%
5 year : .87%
7 year : 1.2%
10 year : 1.63%

Qualifications:	Receipt of a properly executed documentation package.
	Lessee qualifies as a political subdivision or agency of the State as defined in the Internal Revenue Code of 1954. The interest portion of the Lease Payments shall be excludable from the Lessor's gross income pursuant to Section 103 of the Internal Revenue Code.
	Receipt of a copy of the last years audited financial statements and current year's budget from the Lessee.
	This proposal should not be construed as a commitment to finance. It is subject to final Motorola credit committee approval. This quote is based on the general level of interest rates, primarily U.S. Treasury Bills of like term maturity. Any movement in those rates in excess of 10 basis points will result in the revision of this quote.
Documentation:	Municipal Equipment Lease Purchase Agreement
	Opinion of Counsel
	Schedule A / Equipment List
	Schedule B / Amortization Schedule
	8038G
	UCC-1
	Certificate of Incumbency
	Statement of Essential Use/Source of Funds
	Evidence of Insurance or Statement of Self Insurance
	Resolution from governing body authorizing the execution of the Lease

Please feel free to contact me if there are any questions or if an alternate structuring is required.

Regards,
Bill Stancik
Motorola Customer Financing
847-538-4531

Nassau County, Florida
7.4 to 7.11 Upgrade
October 17, 2011

Motorola Confidential Restricted
Use or disclosure of this proposal is
subject to the restrictions on the title page

5-6   Pricing Summary

Municipal Lease-Purchase Agreement

"The Affordability Advantage" At Motorola Customer Financing, we specialize in designing funding programs specifically structured to meet our customer's cash flow and budget requirements.

Program Elements

- Financing contracts can be match funded or advance funded depending on a customer's financial objectives:

  ☑ Minimize interest rate risk.

  ☑ Minimize total project cash flow.

  ☑ Achieve annual budget.

- Payment frequency can be tailored to match the availability of customer fundings.

- Although the underlying financing structure typically incorporates a fixed rate, variable rates, graduated payment programs, and deferred payment plans can be offered to maximize a customer's alternatives.

- Construction period financing is available to accommodate the timing of milestone implementation and project duration.

- The lease obligation can be paid off during the financing period, free from any penalties.

- Every payment builds equity towards ownership.

- Title to the equipment transfers upon equipment acceptance.

- Unlike most bonds, a reserve/contingency fund is not required, thereby making the lease purchase highly competitive with bonds.

- Due to a non-appropriation clause, payments are usually classified as expense rather than debt.

Financing Advantages

- Because interest payments from a qualifying government entity are exempt from federal income taxes, Motorola can share this benefit by offering lower interest rates.

- One-hundred percent (100%) of a project's acquisition cost can be financed.

- Facilitates the ease of doing business by offering the customer comprehensive single vendor solution.

- Accelerates the implementation of operational objectives allowing the entire system to be acquired today.

- Unlike general obligation bonds, the municipal lease purchase agreement may not require the need for voter approval, thereby shortening the acquisition cycle.

- Eliminates costly bond counsel, underwriting, printing, and other up front fees normally associated with issuing general obligation bonds.

- Provides for an additional source of financing by leaving existing credit lines and bond issuance capabilities undisturbed.

- Stretches limited public sector investment dollars by requiring future taxpayers to pay for the use of equipment as it is being used versus paying for the entire acquisition today.

- Spreads the cost over a shorter period than bond financing to more closely match the equipment's useful life.

- Can expedite the acquisition process for future add-on purchases.

- Acts as an inflation hedge against future product price and interest rate increases.

- May streamline asset administration by offering customized billing tailored to track inventory by radio unit, location, and department.

Please feel free to contact
Paul Mecaskey (847) 538-3707 or Bill Stancik (847) 538-4531
of Motorola Customer Financing to discuss these alternatives.

MOTOROLA
intelligence everywhere

This page left intentionally blank.

Nassau County, Florida
7.4 to 7.11 Upgrade
October 17, 2011

Motorola Confidential Restricted
Use or disclosure of this proposal is
subject to the restrictions on the title page

5-8   Pricing Summary

Section 6. Contractual Documentation

Motorola has provided a Communications System Agreement and Exhibits on the following pages.

Motorola Confidential Restricted
Use or disclosure of this proposal is
subject to the restrictions on the title page

Nassau County, Florida
7.4 to 7.11 Upgrade
October 17, 2011

Contractual Documentation   6-1

This page left intentionally blank.

Communications System Agreement

Motorola Solutions, Inc. ("Motorola") and Nassau County, FL ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the System, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

Section 1   EXHIBITS

The exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the exhibits and any inconsistency between Exhibits A through E will be resolved in their listed order.

Exhibit A   Motorola "Software License Agreement"
Exhibit B   "Payment Schedule"
Exhibit C   Motorola's Proposal dated October ____, 2011
Exhibit D   Service Statement(s) of Work and "Service Terms and Conditions" (if applicable)
Exhibit E   "System Acceptance Certificate"

Section 2   DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

2.1.   "Acceptance Tests" means those tests described in the Acceptance Test Plan.

2.2.   "Administrative User Credentials" means an account that has total access over the operating system, files, end user accounts and passwords at either the System level or box level. Customer's personnel with access to the Administrative User Credentials may be referred to as the Administrative User.

2.3.   "Beneficial Use" means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).

2.4.   "Confidential Information" means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. Confidential Information does not include any information that: is or becomes publicly known through no wrongful act of the receiving Party; is already known to the receiving Party without restriction when it is disclosed; is or becomes, rightfully and without breach of this Agreement, in the receiving Party's possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this Agreement; or is explicitly approved for release by written authorization of the disclosing Party.

2.5.   "Contract Price" means the price for the System.

2.6.   "Effective Date" means that date upon which the last Party executes this Agreement.

2.7.   "Equipment" means the equipment that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.

2.8.   "Force Majeure" means an event, circumstance, or act of a third party that is beyond a Party's reasonable control (e.g., an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots).

2.9.   "Infringement Claim" means a third party claim alleging that the Equipment manufactured by Motorola or the Motorola Software directly infringes a United States patent or copyright.

2.10.   "Motorola Software" means Software that Motorola or its affiliated company owns.

2.11.   "Non-Motorola Software" means Software that another party owns.

2.12.   "Open Source Software" (also called "freeware" or "shareware") means software with either freely obtainable source code, license for modification, or permission for free distribution.

2.13.   "Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

2.14.   "Software" means the Motorola Software and Non-Motorola Software, in object code format that is furnished with the System or Equipment.

2.15.   "Specifications" means the functionality and performance requirements that are described in Exhibit C.

2.16.   "Subsystem" means a major part of the System that performs specific functions or operations. Subsystems are described in Exhibit C.

2.17.   "System" means the Equipment, Software, and incidental hardware and materials that are combined together into an integrated system; the System is described in Exhibit C.

2.18.   "System Acceptance" means the Acceptance Tests have been successfully completed.

2.19.   "Warranty Period" means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first.

Section 3   SCOPE OF AGREEMENT AND TERM

3.1.   SCOPE OF WORK.   Motorola will provide, install and test the System, and perform its other contractual responsibilities, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2.   CHANGE ORDERS.   Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3.   TERM. Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, whichever occurs last.

3.4.   ADDITIONAL EQUIPMENT OR SOFTWARE.   For three (3) years after the Effective Date, Customer may order additional Equipment or Software if it is then available. Each order must refer to this Agreement and must specify the pricing and delivery terms. Notwithstanding any additional or contrary terms in the order, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within twenty (20) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through Motorola Online ("MOL"), and this Agreement will be the "Underlying Agreement" for those MOL transactions rather than

the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at http://www.motorola.com/businessandgovernment/ and the MOL telephone number is (800) 814-0601.

3.5. MAINTENANCE SERVICE. During the Warranty Period, in addition to warranty services, Motorola will provide maintenance services for the Equipment and support for the Motorola Software pursuant to the Statement of Work set forth in Exhibit D. Those services and support are included in the Contract Price. If Customer wishes to purchase additional maintenance and support services for the Equipment during the Warranty Period, or any maintenance and support services for the Equipment either during the Warranty Period or after the Warranty Period, the description of and pricing for the services will be set forth in a separate document. If Customer wishes to purchase extended support for the Motorola Software after the Warranty Period, it may do so by ordering software subscription services. Unless otherwise agreed by the parties in writing, the terms and conditions applicable to those maintenance, support or software subscription services will be Motorola's standard Service Terms and Conditions, together with the appropriate statements of work.

3.6. MOTOROLA SOFTWARE. Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.7. NON-MOTOROLA SOFTWARE. Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software. All Open Source Software is licensed to Customer in accordance with, and Customer agrees to abide by, the provisions of the standard license of the copyright owner and not the Software License Agreement. Upon request by Customer, Motorola will use commercially reasonable efforts to determine whether any Open Source Software will be provided under this Agreement; and if so, identify the Open Source Software and provide to Customer a copy of the applicable standard license (or specify where that license may be found); and provide to Customer a copy of the Open Source Software source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable).

3.8. SUBSTITUTIONS. At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

3.9. OPTIONAL EQUIPMENT OR SOFTWARE. This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Seller which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

Section 4   PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance.

Section 5   CONTRACT PRICE, PAYMENT AND INVOICING

5.1.   CONTRACT PRICE. The Contract Price in U.S. dollars is $_____. If applicable, a pricing summary is included with the Payment Schedule. Motorola has priced the services, Software, and Equipment as an integrated system. A reduction in Software or Equipment quantities, or services, may affect the overall Contract Price, including discounts if applicable.

5.2.   INVOICING AND PAYMENT. Motorola will submit invoices to Customer according to the Payment Schedule. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800.

5.3.   TITLE AND RISK OF LOSS. Title to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Risk of loss will pass to Customer upon delivery of the Equipment to the Customer. Motorola will pack and ship all Equipment in accordance with good commercial practices.

5.4.   INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address:_____
The address which is the ultimate destination where the Equipment will be delivered to Customer is:
_____
The Equipment will be shipped to the Customer at the following address (insert if this information is known):_____
Customer may change this information by giving written notice to Motorola.

Section 6   SITES AND SITE CONDITIONS

6.1.   ACCESS TO SITES. In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the work sites or vehicles identified in Exhibit C as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.

6.2.   SITE CONDITIONS. Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. 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. If a Party determines that the sites identified in Exhibit C are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in Exhibit C, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

Section 7 TRAINING

Any training to be provided by Motorola to Customer will be described in the Statement of Work. Customer will notify Motorola immediately if a date change for a scheduled training program is required. If Motorola incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, Motorola may recover these additional costs.

Section 8 SYSTEM ACCEPTANCE

8.1.   COMMENCEMENT OF ACCEPTANCE TESTING. Motorola will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

8.2.   SYSTEM ACCEPTANCE. System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If Customer believes the System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

8.3.   BENEFICIAL USE. Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the System before System Acceptance. Therefore, Customer will not commence Beneficial Use before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.

8.4   FINAL PROJECT ACCEPTANCE. Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate.

Section 9 REPRESENTATIONS AND WARRANTIES

9.1.   SYSTEM FUNCTIONALITY. Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or Customer changes to load usage or configuration outside the Specifications.

9.2.   EQUIPMENT WARRANTY. During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

9.3.   MOTOROLA SOFTWARE WARRANTY. Unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section 9 that are applicable to the

Motorola Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERCEDES THIS SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

9.4. EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Motorola Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

9.5. WARRANTY CLAIMS. To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. That action will be the full extent of Motorola's liability for the warranty claim. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

9.6. ORIGINAL END USER IS COVERED. These express limited warranties are extended by Motorola to the original user purchasing the System for commercial, industrial, or governmental use only, and are not assignable or transferable.

9.7. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10   DELAYS

10.1. FORCE MAJEURE. Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule for a time period that is reasonable under the circumstances.

10.2. PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER. If Customer (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment Schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

Section 11   DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

11.1.   NEGOTIATION. Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

11.2   MEDIATION. The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that 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. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

11.3.   LITIGATION, VENUE and JURISDICTION. If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the State of Florida. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

11.4.   CONFIDENTIALITY. All communications pursuant to subsections 11.2 and 11.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 12   DEFAULT AND TERMINATION

12.1   DEFAULT BY A PARTY. If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.

12.2.   FAILURE TO CURE. If a defaulting Party fails to cure the default as provided above in Section 12.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges.

Section 13   INDEMNIFICATION

13.1.   GENERAL INDEMNITY BY MOTOROLA. Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand 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, if Customer gives Motorola prompt, written notice of any the claim or suit. 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 this Agreement.

13.2. GENERAL INDEMNITY BY CUSTOMER. Customer will indemnify and hold Motorola harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Motorola to the extent it is caused by the negligence of Customer, its other contractors, or their employees or agents, while performing their duties under this Agreement, if Motorola gives Customer prompt, written notice of any the claim or suit. Motorola will cooperate with Customer in its defense or settlement of the claim or suit. This section sets forth the full extent of Customer's general indemnification of Motorola from liabilities that are in any way related to Customer's performance under this Agreement.

13.3. PATENT AND COPYRIGHT INFRINGEMENT.

13.3.1. 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.

13.3.2. 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.

13.3.3. 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.

13.3.4. This Section 13 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 13 are subject to and limited by the restrictions set forth in Section 14.

Section 14   LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or services with respect to which losses or damages are claimed. 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, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 15   CONFIDENTIALITY AND PROPRIETARY RIGHTS

15.1.1. Confidentiality Obligation. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this Agreement. During the term of this Agreement and for a period of three (3) years from the date of expiration or termination of this Agreement, recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not reverse engineer, de-compile or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (vi) only use the Confidential Information as needed to fulfill this Agreement.

15.1.2. Required Disclosure. If a recipient is required to disclose Confidential Information pursuant to applicable law, statute, or regulation, or court order, the recipient will give to the discloser prompt written notice of the request and a reasonable opportunity to object to such disclosure and seek a protective order or appropriate remedy. If, in the absence of a protective order, the recipient determines, upon the advice of counsel, that it is required to disclose such information, it may disclose only Confidential Information specifically required and only to the extent required to do so.

15.1.3. Confidential Exceptions. Recipient is not obligated to maintain as confidential, Confidential Information that recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this Agreement; (ii) is explicitly approved for release by written authorization of discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the recipient prior to such disclosure; or (v) is independently developed by recipient without the use of any discloser's Confidential Information or any breach of this Agreement.

15.1.4. Ownership and Retention. All Confidential Information remains the property of the discloser and will not be copied or reproduced without the express written permission of the discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of discloser's written request, recipient will return all Confidential Information to discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

15.2.   PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS.   Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

Section 16   GENERAL

16.1.   TAXES. The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within twenty (20) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

16.2.   ASSIGNABILITY AND SUBCONTRACTING. 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. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

16.3   WAIVER. Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

16.4   SEVERABILITY. If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

16.5.   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.

16.6.   HEADINGS AND SECTION REFERENCES. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

16.7.   ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. 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 of this Agreement, even if a representative of each Party signs that document.

16.8.   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 shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Motorola Solutions, Inc.   Customer
Attn: Judy Jean-Pierre, Law Dept.   Attn: _____
1303 E. Algonquin Road, IL01-8th Floor   _____
Schaumburg, IL 60196   _____
fax: _____   fax: _____

16.9.   COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

16.10. AUTHORITY TO EXECUTE AGREEMENT.   Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

16.11. ADMINISTRATOR LEVEL ACCOUNT ACCESS.   Motorola will provide Customer with Administrative User Credentials. Customer agrees to only grant Administrative User Credentials to those personnel with the training or experience to correctly use the access. Customer is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Customer may be asked to provide valid Administrative User Credentials when in contact with Motorola System support. Customer understands that changes made as the Administrative User can significantly impact the performance of the System. Customer agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made by an Administrative User may impact Motorola's ability to perform its obligations under the Agreement or its Maintenance and Support Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Customer and Customer will pay Motorola on a time and materials basis for resolving the issue.

16.12. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.6 (Motorola Software); Section 3.7 (Non-Motorola Software); if any payment obligations exist, Sections 5.1 and 5.2 (Contract Price and Invoicing and Payment); Subsection 9.7 (Disclaimer of Implied Warranties); Section 11 (Disputes); Section 14 (Limitation of Liability); and Section 15 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 16.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.   **Customer**

By: _____   By: _____
Name: _____   Name: _____
Title: _____   Title: _____
Date: _____   Date: _____

Exhibit A

SOFTWARE LICENSE AGREEMENT

This Exhibit A Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola") and Nassau County, Florida ("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 it may 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 is discontinued.

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 by Licensee.

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 procurement transaction.

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 of Florida. 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.

Exhibit B

Payment Schedule

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution and in accordance with the following milestones.

1) 30% of Contract Value upon Contract Execution

2) 60% of Contract Value upon Shipment of Equipment

3) 5% of Contract Value upon Installation of Equipment

4) 5% of Contract Value upon System Acceptance

Motorola reserves the right to make partial shipments of equipment and to request payment upon shipment of such equipment. In addition, Motorola reserves the right to invoice for installations or civil work completed on a site-by-site basis, when applicable.

Exhibit E

System Acceptance Certificate

Customer Name: _____

Project Name: _____

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Motorola and Customer acknowledge that:

1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.

2. The System is accepted.

Customer Representative: Motorola Representative:

Signature: _____   Signature: _____

Print Name: _____   Print Name: _____

Title: _____   Title: _____

Date: _____   Date: _____

FINAL PROJECT ACCEPTANCE:

Motorola has provided and Customer has received all deliverables, and Motorola has performed all other work required for Final Project Acceptance.

Customer Representative: Motorola Representative:

Signature: _____   Signature: _____

Print Name: _____   Print Name: _____

Title: _____   Title: _____

Date: _____   Date: _____

Appendix A – ASTRO 25 Eligible System Release Upgrade Paths

Release date	ASTRO 25 Platform Release	Available Upgrade Paths		
Oct-05	R7.0	7.1	7.2	
Jun-06	R7.1	7.2	7.4	
Dec-06	R7.2	7.4	7.5	7.7
Mar-07	R7.1.1	7.4		
Dec-07	R7.4	7.5	7.6	7.7
Jun-08	R7.5	7.6	7.7	
Dec-08	R7.6	7.7		
Jun-09	R7.7	7.8	7.9	7.11
Jan-10	R7.8	7.9		
Dec-10	R7.9	7.11	7.13	
Aug-11	R7.11 (planned)	7.12	7.13	7.15
Mar-12	R7.12 (planned)	7.13		
Aug-12	R7.13 (planned)	7.15	7.17	

- All releases are pre-tested and certified in Motorola labs to ensure compatibility with system operation.

- This information is for planning and budgeting purposes only

- The most current eligible system release upgrade paths can be found in the most recent SMA bulletin.

Appendix B - System Pricing Configuration	
Customer name and system location:	Nassau Co, FL
Associated entities or government agencies:	
System Release upon Shipment from CCSI:	ASTRO 25 7.1
Was ESS Included?	Yes
Description	
Mastersite Configuration	**2012**
Regional Partner Add On - Site/Dispatch only, hosted Master (YES = 1, NO = 0)	
Master Site Configuration (M1, M2, M3, L1, L2, K1, K2)	M3
# Total Master Sites / Zones (excluding Dark Master or DSR Master Sites)	1
# of DSR Master Sites / Zones	
# of Dark Master Sites / Zones	
# of Total Network Management Clients	2
Mastersite / Zone Features (Quantity)	
TDMA (7.x Trunking) (Typically One per Zone)	
IV&D (Integrated Voice & Data) (Typically one per Zone)	1
HPD (High Performance Data) (Typically one per Zone and requires IV&D)	
OTAR/KMF (Typically one per system and requires CNI & IV&D)	
CEN or CNI with IDS -- (Typically one per Zone/Interface and per OTAR)	1
Telephone Interconnect (Typically one per system)	
CSMS Core Security Mgmt Server) (Typically one per System)	1
ISSI - Total # of ISSI Applications	
InfoVista (Typically one per system)	
Information Assurance (IA) Master (Typically One per Zone)	
Information Assurance (IA) Remote (Typically One per Zone)	
RF Sites and Subscribers	
# SmartX Site Converters	
# Non-Simulcast RF Sites (including co-located)	
# Simulcast Sites and Prime Simulcast Sites (including co-located/redundant)	6
# Stations/Voice Repeaters - STR 3000	
# Stations/Voice Repeaters - QUANTAR	
# Stations/Voice Repeaters - GTR 8000 Trunked FDMA	25
# Stations/Voice Repeaters - GTR 8000 Trunked TDMA	
# Stations/Voice Repeaters - GTR 8000 Conventional / Satellite Receiver	
# Voice Subscribers (Optional)	
High Performance Data (HPD)	
# HPD Sites	
# HPD Stations	
# HPD Subscribers (Optional)	
Dispatch and Logging	
# of Dispatch Site Locations (0-2 Hrs Travel Time from master site)	2
# of Dispatch Site Locations (2-4 Hrs Travel Time from master site)	
# of Dispatch Site Locations (> 4 Hrs Travel Time from master site)	
# Console Ops Gold Elite	8
# Console Ops MCC7500 - GPIOM	
# Console Ops MCC7500 - VPM	
# AIS Servers	
# NICE Logger IP or Nice Logger MGEG	
# NICE Logger Astro 25 Replay/Inform Client Applications	
MOSCAD NFM	
MOSCAD NFM (Yes = 1) (No = 0) -- Assume 99%/All 7.x systems have NFM	1
# MOSCAD NFM Servers	1
# MOSCAD NFM RTU (typical on most systems - 1 per RF Site)	7
# MOSCAD NFM Clients	0
Fire Station Alerting (FSA)	
FSA (Yes = 1) (No = 0)	0
# FSA Servers (In Touch Upgrade)	
# FSA RTU (In Touch Upgrade)	
# FSA Clients (In Touch Upgrade)	
Hardware (Please include spares)	
# Client Workstations - High Performance (NM, NFM, FSA)	2
# Client Workstations - Mid Performance (Dispatch, KMF, Text, AIS, Logging, etc.)	8
# Servers - High Performance (Netra 240, T5220, ISSI.1, etc.)	5
# Servers - Mid Performance (HP DL and ML series)	5
# LAN Switch - High Performance (Core, High availability LAN)	3
# LAN Switch - Mid Performance (RF Sites, Console Sites, Remote NM Sites, etc.)	18
# Router - High Performance (S6000)	9
# Router - Mid Performance (S2500)	7
# Router - High Performance (GGM 8000)	
# Total GCP 8000 Controller	2
# Total GCM 8000 Comparator	
# AIS Servers - GPIOM	