05-11-203 (J)

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 D will be resolved in their listed order.

Exhibit A	Motorola "Software License Agreement"
Exhibit B	"Payment Schedule"
Exhibit C	Motorola's Proposal dated October 17th, 2011 and Proposal Addendum dated April 5th, 2012
Exhibit D	"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) after the Acceptance Tests have been successfully performed per the terms of this Agreement.

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. "Performance Schedule" means the Gantt chart generated upon the contract design by Motorola and Customer.

2.14. "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.

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

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

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

2.18. "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.

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

2.20. "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 forty-five (45)

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 and with Customer approval, 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 $1,651,750.10. Payments shall be made, provided the submitted invoices are accompanied by adequate supporting documentation indicating the percentage of completion, and shall be reviewed by the Project Manager and approved or denied, then sent to the County Contract Manager for review and approval. Said invoices will then be provided to the County Administrator and the Clerk of the Courts for review and recommendation to the Board of Commissioners. 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 forty-five (45) 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. Invoices must be exact, submitted with the proper documentation, indicating the applicable payment schedule milestone completed.

5.3. TITLE AND RISK OF LOSS. Title to the Equipment will pass to Customer upon receipt and inventory performed by both parties, to occur within one (1) week of delivery. 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. 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. Attn: Judy Jean-Pierre, Law Dept. 1303 E. Algonquin Road, IL01-8th Floor Schaumburg, IL 60196 fax: _____	Customer Attn: _____ _____ _____ 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: MARSHALL WRIGHT	Name: Stacy T. Johnson
Title: MSSSI VP & DIRECTOR, SALES	Title: Chair
Date: 4-16-12	Date: 4-18-12

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 forty-five (45) 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) 10% of Contract Value upon Contract Execution;

2) 10% upon Contract Design Review;

3) 50% of Contract Value upon Receipt of Equipment, with receipt to be within 7 days;

4) 20% of Contract Value upon Installation of Equipment, as completed; and

5) 10% 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 C

Motorola's Proposal dated October 17th, 2011 and Proposal Addendum dated April 5th, 2012

This page is left intentionally blank, proposal documents described above on following pages.

CS-11-203(2)

Proposal for

Nassau County, Florida

7.4 to 7.11 Upgrade

Proposal Addendum

April 5, 2012

5208 Pheasant Run Court, Ponte Vedra Beach, FL 32082

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MOTOROLA SOLUTIONS

Motorola Solutions, Inc.
1303 E. Algonquin Rd.
Schaumburg, IL 60196
USA

April 5, 2012

Mr. Guy Riner, Systems Administrator
Nassau County Board of County Commissioners
96135 Nassau Place
Yulee, FL 32097

Subject: Proposal Addendum for 7.4 to 7.11 Upgrade

Dear Guy:

Motorola Solutions, Inc. ("Motorola") is pleased to present Nassau County, Florida ("County") with this proposal addendum for:

- All software maintenance options
- All service offerings (individually priced)
- Upgrade cost for 7.4 to 7.11 to include MCC7500 consoles
- Upgrade cost for 7.4 to 7.11 to include MCC7500 consoles and GCM8000 comparators
- SOW documents for all maintenance and software services offered

Motorola's proposal is subject to the Communications System Agreement and its Exhibits or, in the alternative, a negotiated version thereof, a copy of which was included with our original proposal dated October 17, 2011. The team at Motorola will negotiate in good faith to arrive at a contract that best serves the interests of all parties involved.

The information in this proposal is a final design and comprehensive firm pricing valid through and including April 27, 2012. We look forward to your positive review of our proposal, to subsequent discussions, and to helping Nassau County achieve its communications goals and objectives now and into the future. Questions or inquiries may be addressed to Michelle Poole at 904-814-9938.

Sincerely,

Motorola Solutions, Inc.

Marshall Wright

Marshall Wright
MSSSI Vice President & Director, Sales
Government & Public Safety, East Region
North America Government Markets

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Table of Contents

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Section 1. System Description

1.1 System Upgrade

The concept is that the current outdated 7.4 Master site that includes the server cabinet 1 and switch rack 3 along with the old PDG (on rack 1) will be replaced with a release 7.11 M2 Master site. Due to virtualization of various servers, the new M2 Master site will be all on a single rack.

Following are the high-level details of the changes that will be made.

7.11 M2 Master Site on a Single Rack Staged and Tested At CCSi:

- Load subscriber data base (~ 600 units) in the field
- New MOSCAD GMC Virtual Server
- New MOSCAD GWS Remote Client (Manager's Office)
- New CORE LAN Switches
- New NM/Zone Controllers
- New Juniper Firewall

Software/Firmware Upgrades for the Following:

- Subsystem refresh:
  - GCP8000 SC Controllers
  - GTR 8000 Base Radios
  - SDM3000 RTUs
  - S6000 routers
  - Replace all HP2626 switches with HP2610 (2626 no longer available)
  - Replace the local NM & Remote NM client (Manager's Office) CPUs with HP Z400s

The rack drawing in Figure 1-1 illustrates the current Master site rack elevations. Cabinet 1 and rack 3 will be replaced by a single M2 Master rack (Figure 1-2). Some things could be done in advance prior to the installation of the M2 rack. Some components have to be relocated out of cabinet 1 and rack 3. Since this is a "ruthless" upgrade where there will be some site trunking time, the final switch to the new M2 would be done during the least traffic hours (usually means Sunday morning work). For this reason, the following are some of the tasks to get a better understanding of what could be done in advance of the change:

- Remove the PDG in rack 1 from service (IV&D not being used at this time)
- Move the Elite Server to rack 1 (no change to XP OS just new CDM/ADM to be loaded)
- Remove the DMZ & LAN Switch 3, PN, Border & GGSN routers from rack 2 (not used at this time and are being replaced)
- Relocate the TRAK to the top of rack 2
- Relocate the SSC router to rack 2
- Relocate the MOTOBRIDGE RGU to rack 2
- Relocate MOSCAD RTU and PBs to rack 1 or 2 (MOSCAD gateway will not be used in the new M2 Master)

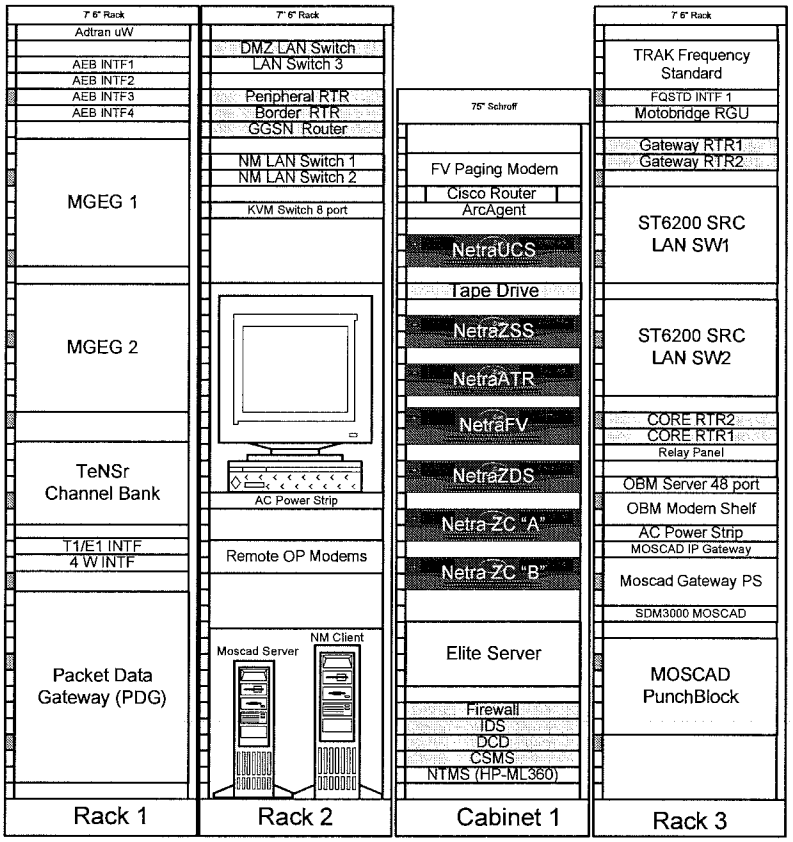


Figure 1-1: Current Master site rack elevations

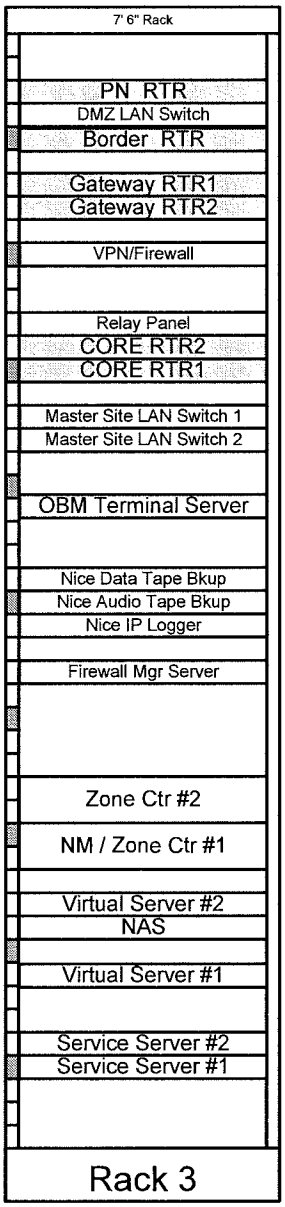


Figure 1-2: Single M2 Master rack

1.2 MCC 7500 Solution Overview for Nassau County

Motorola's proposed dispatch solution for Nassau County is our MCC 7500 Dispatch Console, offering IP-based seamless connectivity between Nassau County's dispatch operators and field personnel.

The MCC 7500 Dispatch Console will provide the Nassau County with a scalable, flexible system architecture, sophisticated network management and security, and an easy migration to future capabilities.

Cost Savings and Ease of Use

The MCC 7500 is designed to help reduce the total cost of owning an IP-based, feature-rich dispatch system without compromising quality and reliability. Specific benefits of the MCC 7500 include the following:

- The intuitive, easy to use Graphical User Interface (GUI) ***enhances dispatchers' efficiency and accuracy***.
- Robust API ***allows CAD systems to have complete access to console status and features*** for further improvements in efficiency and accuracy.
- ***Software-based upgrades*** facilitate system and feature expansion.
- Installation is simplified and site costs are reduced because ***console positions function without backroom electronics***.
- Console ***configuration is performed at centralized Network Management clients***, and ***changes are automatically distributed***, which saves valuable technician and administrator time.
- Offers ***robust service logs that contain real-time information*** to facilitate maintenance activities.
- Consoles are ***integrated into the ASTRO 25 fault management system***, which uses industry-standard event monitoring protocols, resulting in fewer dispatch site visits.
- ***Flexible bandwidth requirements*** minimize operating costs for remote console sites.
- ***Conventional audio can be transported over the IP network***, which eliminates the need for channel banks or a separate circuit-switched network.

MCC 7500 Console Configuration for the Nassau County

The proposed solution offers Nassau County 8 MCC 7500 dispatch consoles to interface with Nassau County's ASTRO 25 system.

Table 1-1 outlines the number of consoles and their location.

Table 1-1: Consoles and Locations

Number of Operator Positions	Location
6	Nassau County Sheriff's Office
2	Fernandina Beach Police Department

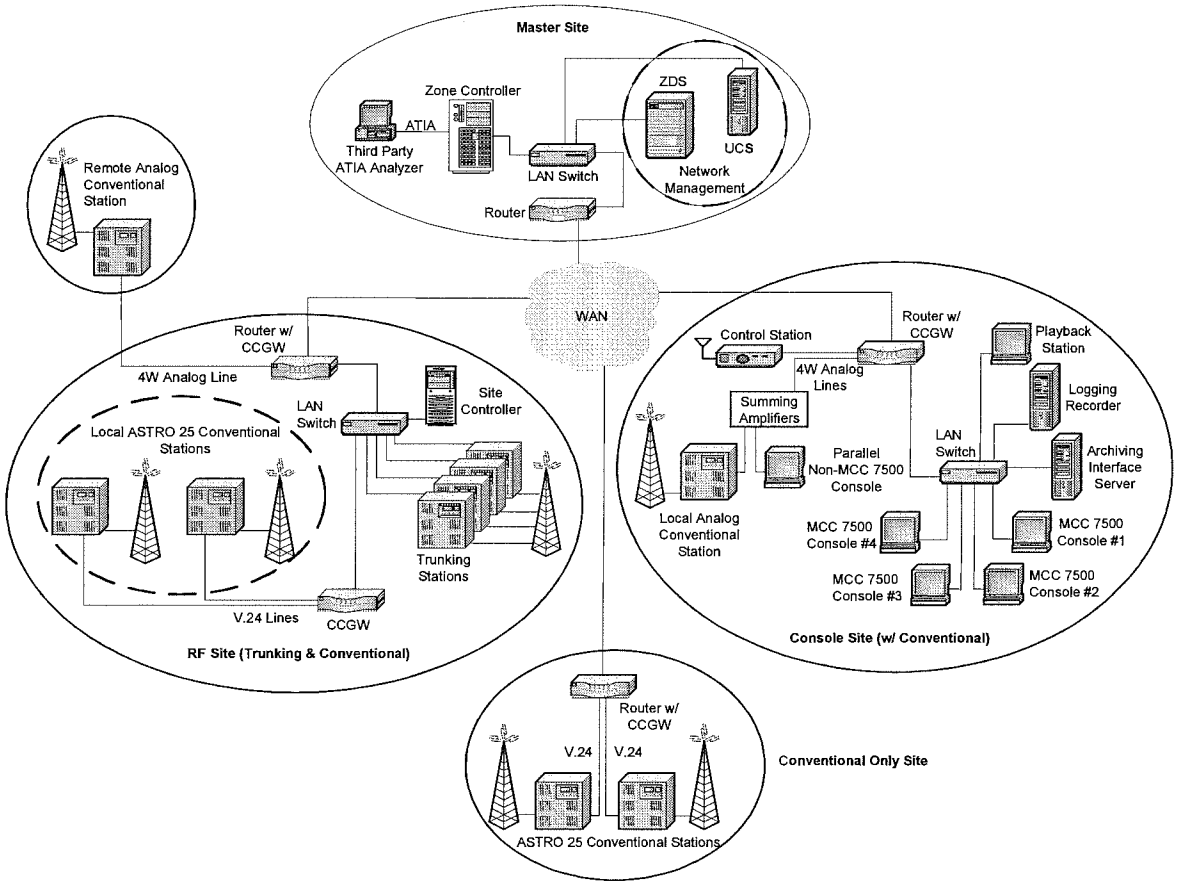


Figure 1-3: Radio System Infrastructure with Motorola MCC 7500 Consoles Sample Block Diagram

1.2.1 The MCC 7500 Dispatch Experience

As the most advanced dispatch console in Motorola's portfolio of mission-critical communications technologies, the MCC 7500's standard features offer Nassau County state-of-the-art communications, console management and configuration functionality, dispatch operation, and communications security.

The proposed system also offers Nassau County the capability to maintain both audio and data recording of the calls made on the communications system.

1.2.2 Interoperability Features

ASTRO 25 is specifically designed around the APCO P25 standards. All voice messages are digitized, all LMR system features are compliant with P25 standards, and the system uses the P25-defined, 9600-bps control channel format for all control channel commands. As part of ongoing enhancements to this solution, Motorola has joined and actively participated in the P25 interoperability committee to ensure continuously improving interoperability with the radios of other P25 vendors. ASTRO 25 is also fully Common Air Interface (CAI) compliant.

Motorola can use multiple customer-furnished (CF) interoperability radios to install, configure, and make operational the necessary hardware and software to provide two-way communications between the MCC 7500 consoles and mutual aid channels.

As shown in Figure 1-4, interoperable communications can be provided through a dispatcher-initiated interface (patch) to the CF mutual aid radios. The Motorola Conventional Channel Gateway (CCGW) forms the bridge between the MCC 7500 dispatch console on the ASTRO 25 trunked radio network and the CF mutual aid radios. This allows the dispatcher to patch together mutual aid radios and required subscribers on the ASTRO 25 system as situations dictate. Each CCGW can connect with up to four conventional or trunked mutual aid channels. Multiple (up to three) CCGWs can be installed per site to support a total of 12 Mutual Aid radios to communicate with various agencies. One CCGW can be placed any RF or console site allowing flexibility of connecting to the MCC 7500 consoles. CCGW interfaces can be installed at any location as long as there is network connectivity back to the Zone Core. Additional CCGWs can easily be added anywhere on the LMR network as mutual aid requirements change.

As an incident occurs, local mutual aid agencies can initiate radio conversation to a MCC 7500 dispatch location via a programmed channel. By selecting an icon on the console monitor, the dispatcher will initiate a patch to a talkgroup for First Responders as necessary. Incident conversations will be seamless from the moment of the patch and can be recorded like any talk group conversation within the LMR network. The dispatcher will also be able to take part in and monitor conversations for the duration of the incident, as necessary.

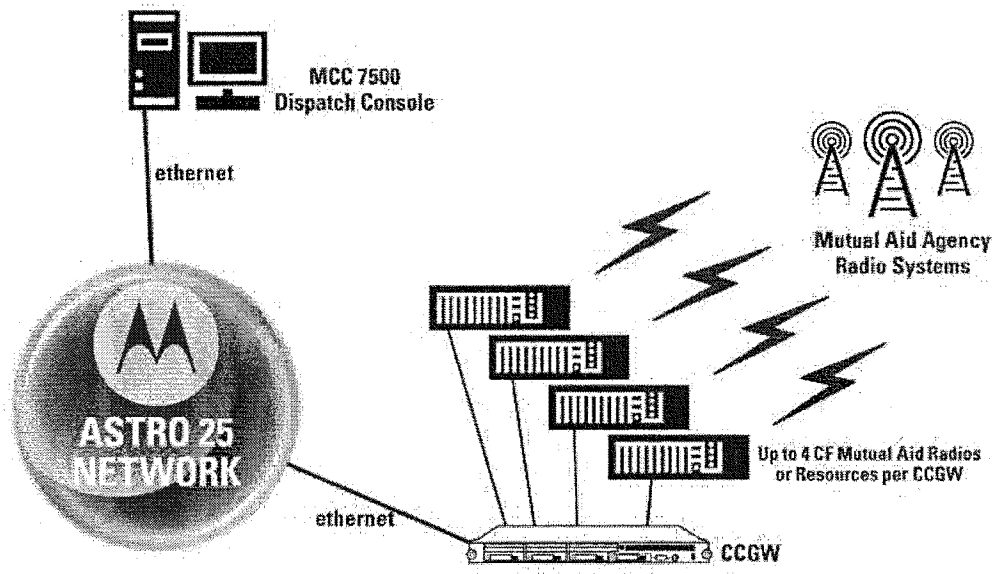
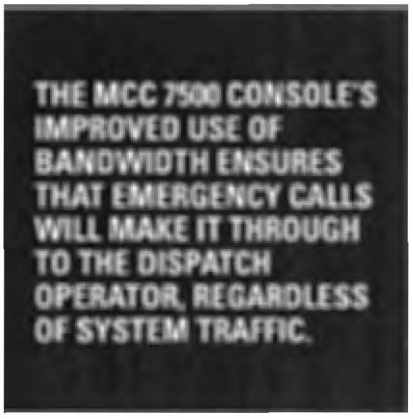


Figure 1-4: Mutual Aid Components

1.2.2.1 Integration with the ASTRO 25 Network

The MCC 7500 IP Dispatch Console will be seamlessly integrated into Nassau County's ASTRO 25 system, without interface boxes, digital voice gateways or backroom electronics for an integrated mission critical network. This tight union between radio infrastructure and dispatch console equipment has several operational benefits to Nassau County.

This modular IP approach substantially reduces the amount of space needed for backroom electronics. All dispatch activity is performed over IP. The physical space needed to accommodate the MCC 7500 console position is comparable to that required for a personal computer.



Both trunked talkgroups and conventional radio channels can be accessed and controlled from one MCC 7500 IP Dispatch Console over the same network. This reduces overall transport costs and the need for duplicate fixed network equipment. Table 1-2 outlines the benefits of the MCC 7500's seamless integration to the ASTRO 25 network.

Table 1-2: Benefits of Seamless Integration of the MCC 7500 IP Console with Nassau County's ASTRO 25 Network

Feature	Benefit to Nassau County
Tight coordination between the IP network and IP console eliminates the potential for audio degradation.	Subscribers and console operators will be able to communicate without loss of information.
Emergency calls are prioritized for successful delivery regardless of network traffic.	Console operators will always be able to hear emergency calls from users in the field.
IP network redundancy ensures call traffic delivery.	No lost communications.
Inherent access to all system resources within the network provides dispatch priority to reach any user when needed.	Console operators will always be able to reach out to users in the field.
Rapid call set up times and quality of service, regardless of the size of the system.	The ability to scale the system to handle future capacity, while maintaining efficient dispatch operations.
True end-to-end encryption from the subscriber to the console operator position, enhancing operational security	Assurance that sensitive, private communications will remain secure, from the user in the field to the console dispatch operator
Improved bandwidth efficiencies reduce transport costs.	Ongoing cost savings for Nassau County.

Connection to the ASTRO 25 System

To connect to Nassau County's ASTRO 25 system, a remote site router and site LAN switch is provided.

The site router provides an interface that handles all of the IP Network Management traffic between the MCC 7500 Dispatch Console center and the Nassau County's ASTRO 25 system's master site. The site router fragments large IP packets according to industry standards, prioritize packets, and converts Ethernet data to the desired transport medium.

The site LAN switch provides a LAN interface for dispatch site equipment and a LAN port for the site router. Through the switch, service technicians can access the system's configuration manager and service the equipment.

1.2.2.2 Agency Partitioning

With Agency Partitioning, Nassau County's agencies will gain the interoperability benefits of being on the same system, be able to leverage cost savings in the maintenance of a shared system, and still maintain control of their own console configurations, encryption keys, and channels.

Agency partitioning functionality enables Nassau County's system administrators to control who has access to functionality for the console network as a whole. It controls access for talkgroups, auxiliary I/Os, pre-programmed pages, encryption keys, and configuration data. Agency Partitioning help keep an agency's resources available for its users, while preventing unauthorized people from accessing or modifying the network configuration.

1.2.2.3 Conventional Base Station Interfaces

The MCC 7500 is capable of accessing and controlling Nassau County's analog and digital conventional base stations through the use of conventional channel gateways (CCGW). This capability lowers Nassau County's cost of ownership in two ways:

- It uses the same transport network, reducing the requirements for dedicated backhaul.
- It reduces the hardware requirements for interoperability, lowering fixed network equipment costs.

The dispatch console processes audio received from the station, and controls various features on the stations, such as frequency selection, private line selection, and repeater on/off.

There are two different types of CCGWs utilized with the S2500 Router; analog, and digital. The analog CCGW provides up to four 4-wire interfaces, while the digital CCGW supports up to two v.24 interfaces for Nassau County's digital channels.

Provided at each site, each GGM 8000 router can support up to 10 IP interfaced base stations. With the optional CCGW interface card, up to 4 additional conventional resources can be integrated using any combination of 4-wire analog, and v.24 interfaces. Through the use of one of the analog ports, and one of the v.24 ports, a digital and analog mixed mode channel may be interfaced to the system, utilizing one of the four available channel slots of the CCGW. Additionally, the GGM 8000 CCGWs allow for recovery of MDC1200 and digital signaling, such as unit ID, and emergency alarm, which is in turn, passed to the MCC 7500 dispatch operator position(s).

1.2.3 Console Operations

The MCC 7500 IP Console is designed to provide mission-critical audio between the dispatch console and users in the field. It is optimized for real-time audio, prioritizing emergency calls over other traffic, minimizing voice queuing, and transmitting calls in 450 milliseconds or less.

Using robust error mitigation to maintain call quality even when the system is heavily loaded, the MCC 7500 IP Console reduces communication errors that may force dispatch console operators to repeat their transmissions.

1.2.3.1 Dispatch Interface

The MCC 7500's graphical user interface (GUI) optimizes user efficiency. It is designed to display the maximum number of resources a dispatch operator is able to easily view and control. The Nassau County can customize the MCC 7500's GUI by agency or by individual user to meet their dynamic needs and requirements.

EASY TO USE, FLEXIBLE, AND CUSTOMIZABLE USER INTERFACE

Elite Dispatch Graphical User Interface

The MCC 7500 Elite Dispatch GUI is an enhanced version of Motorola's Gold Elite Dispatch GUI. For existing Gold Elite users, the GUI allows a smooth transition and minimal training for radio dispatch operators. For new users, the graphical icons and customization options make the MCC 7500 IP console GUI easy to learn and operate.

An example of the MCC 7500's GUI is shown in Figure 1-5.

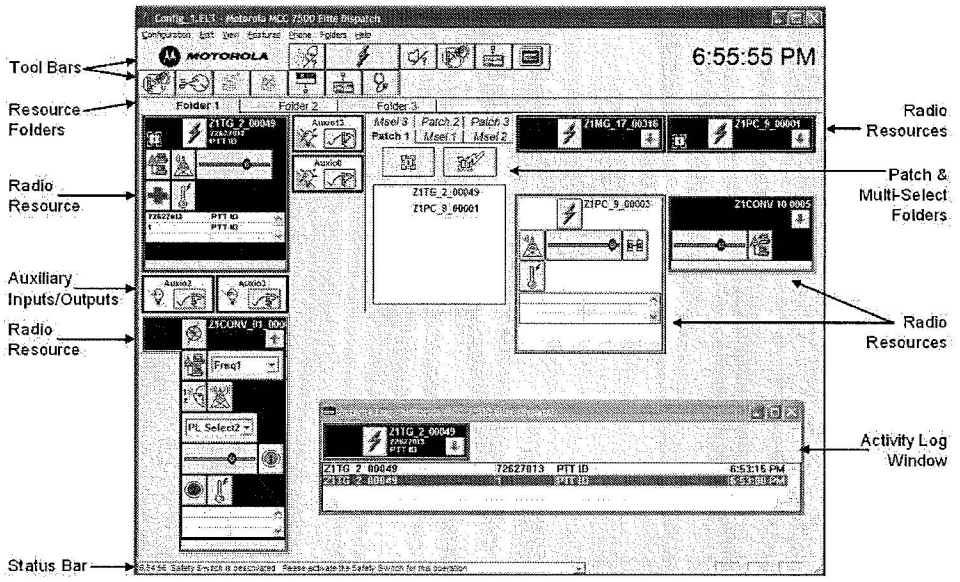


Figure 1-5: The MCC 7500's GUI delivers critical real-time information is delivered to the console operator when and where they need it

Based on operator preference, the MCC 7500 GUI can be customized to show details of trunked and conventional channels on a per-channel basis. Various controls can be highlighted, such as patch status, frequency select, coded/clear select, and individual volume control. Per-channel controls can be fully or partially shown, or hidden to save space on the screen. Busy dispatch operators can respond to a missed call by simply clicking on an entry in the Activity Log. The number of calls and call

information displayed in the Activity Log is customizable to suit the needs of the user. The status of auxiliary inputs and outputs can be conveniently interpreted from the GUI with the use of familiar graphical icons, such as a door shown open or closed.

1.2.3.2 Standard Radio Transmission and Reception

A typical MCC 7500 console has two speakers, one for selected audio and the second for all remaining unselected audio. Additional speakers can be added to the console, allowing dispatch operators to configure a specific speaker for a set of designated audio sources. This simplifies multitasking between multiple audio sources, allowing flexibility in the way the audio is presented to the dispatch operator.

Receiving Calls from the Field and Other Dispatch Operators

Dispatch operators have great flexibility as to how to hear calls from field radio users and other dispatch operators. Each console dispatch operator can define his or her own audio reception profile. They can select a single audio source, whether conventional or talkgroup, to be heard on a selected speaker ("Single Select"). They can also define groups of radio resources that can all be heard on a selected speaker ("Multi-Select").

Initiating Calls to the Field and Other Dispatch Operators

The dispatch operator has several different ways of initiating a call. In most circumstances, a "General Transmit" is appropriate. With the general transmit, the dispatch operator selects a resource on the console and activates the transmission through a footswitch, headset transmit button, microphone transmit button.

If the dispatch operator needs to quickly transmit on a resource, they use the "Instant Transmit" function, which activates the resource regardless of whether it is selected. To prevent accidental activation of "Instant Transmit," it can be limited through an "Instant Transmit Safety Switch," which must be pressed prior to activation of "Instant Transmit."

Making Calls to the Field and Other Dispatch Operators

The dispatch operator can transmit audio in different ways, depending on who they need to speak with and how important that communication is. Most basically, they can make calls to all users listening to a specific conventional radio resource or a specific talkgroup ("Trunking Talkgroup"). When multiple resources are required, the operator can select additional talkgroups and/or conventional channels as needed for the call using the multi-select feature.

The MCC 7500 system enables dispatch operators to make private calls to individual field radio users or dispatch operators. Once this private call is established, it can be patched in with another resource at the dispatch operator's discretion.

Controlling Console Audio

The MCC 7500 IP Dispatch Console offers the operator several different ways of controlling or muting the audio on their console. The operator can change the audio volume of any specific resource routed to a selected speaker and, if they desire, can mute and un-mute all non-selected resources on the console ("All Mute") for 30 seconds.

The console enables the dispatcher to transmit on a resource while receiving audio from other resources. It also can prevent acoustic feedback when a co-located operator position transmits by muting the transmitting operator position's audio on a shared resource.

Controlling Network Audio

Dispatch operators can control the audio on the ASTRO 25 network. Using the console, the operator can enable or disable radio users in a talkgroup from hearing transmissions of other radio users in that talkgroup, in order to compartmentalize traffic, reduce interruptions, and maintain communications between dispatch and the field. When this function is enabled or disabled, all dispatch consoles with this resource assigned are updated with the current status of the feature. This feature can be controlled from any dispatch console.

1.2.3.3 Dispatch Audio Experience

Emergency Alarms

The MCC 7500 IP Dispatch Console is capable of monitoring radio subscribers for user initiated emergency activations. On subscriber radios that are equipped and programmed to transmit an emergency alarm, the MCC 7500 detects that this emergency has occurred and displays the emergency on operator positions that are preprogrammed to receive the emergency notification.

Operator positions can be programmed to either receive the emergency or to completely ignore it. In the event of an emergency condition from a radio user, all programmed consoles with give both an audible and visual indication of the event. The dispatch operator can then silence the emergency leaving the visual indication on the screen indicating information on the initiating radio allowing the call to be handled and dispatched appropriately.

Once an emergency is received all programmed operator positions will give the audible and visual indication of the event. Any one of these operator positions has the ability to silence the emergency at only their position or for all operator positions on the system.

In the event of a system that all channels are busy at the RF site that receives the emergency, that event is automatically given a Priority Level 1. This is the highest priority possible, putting the emergency call at the top of any busy queue. The

emergency call will be given the next available voice channel at that site bumping all non-emergency calls in the queue.

Headset Jack

Each dispatch console is capable of supporting up to two headset jacks. A headset jack allows a dispatch console user to use a headset while operating the dispatch console. Each headset can either be connected to the console for supervisory applications, or to a desk telephone.

The headset jack contains two volume controls: one for adjusting the level of received radio audio and one for adjusting the level of received telephone audio.

The headset jack supports headsets which use either PJ7 (6-wire) or PJ327 (4-wire) longframe connectors (6-wire headsets have a PTT button while 4-wire headsets do not have a PTT button).

Desktop Speakers

Each dispatch console is capable of supporting up to 8 audio speakers. These speakers supply audio for select/unselect, as well as pre-determined audio sources to specific monitor speakers., each of which transmits unique audio—that is, an audio source cannot appear in multiple speakers at a single dispatch console. Each position supports up to eight audio speakers. Monitor speakers – can tie specific talkgroups to a certain speaker, such as all fire resources to speaker 3.

Each speaker has individual volume controls, and contains an amplifier that provides a maximum of 2 Watts of power output. Speakers are self-contained units, and can be placed on a desktop, mounted in a rack/furniture, mounted on a wall, or mounted on a computer monitor. A mounting bracket is included with each speaker.

Footswitch

Each dispatch console is capable of a dual pedal footswitch. The footswitch can be configured to control general transmit and monitor functions.

Telephone/Headset Port

The telephone/headset port allows an external telephone set to be connected to the dispatch console. The dispatch console's headset can then be used to communicate on both the radio system and a telephone system (i.e. a 911 system).

When a telephone call occurs at a dispatch position, radio audio is directed from the headset to the appropriate console speaker. The headset microphone audio is routed to the telephone, allowing the dispatch console user to communicate hands-free on the telephone set. When the dispatch operator ends their call, the headset reverts back to full radio operation.

When the dispatch operator transmits on a radio resource during a telephone call, the headset microphone is re-routed to the radio system for the duration of the transmission. Once the transmission is completed, the headset microphone is routed

back to the telephone. During the transmission, the dispatch operator continues to hear the telephone audio through the headset.

Instant Recall Recorder Port (for Radio)

Short-term, console-specific audio recording is a mechanism used to record a portion of the inbound audio present on a specific dispatch console and make it readily available to the dispatch console user. This recorded audio is retained by the recording system for a short period (typically about 60 minutes) and is easily played back by the dispatch console user. This allows the dispatch console user to replay received audio that the user may have missed.

The instant recall recorder port (for radio) allows an instant recall recorder to be connected to a dispatch console. The port provides an output containing the receive radio audio on the selected channels. Transmit audio of any type (from either this dispatch console or a parallel dispatch console) as well as tones generated by the dispatch console (emergency tones, callback tones, busy tones) are not included in the audio output.

Dispatch console generated tones (e.g., emergency alarm tones, trunking busy tones, error tones, etc.) are not included in the audio appearing at the analog audio output. This is done so that they do not interfere with the dispatch console user's ability to understand the voice audio that was recorded.

1.2.3.4 Emergency Radio Transmission and Reception

As part of a mission-critical communications network, the MCC 7500 facilitates immediate prioritization and resolution of emergency communications between Nassau County's dispatch and first responders in the field. This enables dispatch operators and first responders to focus on their mission, not their equipment—especially during critical situations.

When a field user or another dispatch operator makes a trunking emergency call, the console emits both visual and audible indications ("Emergency Alarm"). The operator can then "recognize" the emergency call, which ends the audible emergency indication and notifies all console operators that the emergency is being addressed ("Emergency Recognize"). The audible emergency indication may also be muted by a console operator without recognizing the emergency alarm ("Mute Tones at a Single Op"). When an emergency is over, the dispatch console user can end the Emergency Alarm. The emergency mode remains active on the initiating radio unit until it is ended (reset) by the radio user.

Receiving an Emergency Call

When a field user or another dispatch operator makes a trunking emergency call, the console emits both visual and audible indications ("Emergency Alarm"). The audible indication works to alert the dispatch operator that an emergency is underway; the visual indication directs the dispatch operator's attention to the specific resource on

which the emergency call is being made. The dispatch operator can immediately reserve a voice channel for the duration of the emergency.

The audible indication for an emergency is generated at the maximum level of the received audio, regardless of what volume the console has set that resource to. This is to ensure that the console operator does not miss the call. When the emergency call has been acknowledged, the volume for that resource is returned to its previous level.

Responding to an Emergency Call

When a console operator wishes to respond to the trunking emergency call, they can bypass the standard console interface to auto-open a quick list, which contains specific controls for recognizing an emergency call, initiating an emergency call, and ending an emergency call ("Auto-Open of Quick List"). The operator can then "recognize" the emergency call, which ends the audible emergency indication and notifies all console operators that the emergency is being addressed ("Emergency Recognize").

The audible emergency indication may also be muted by a console operator without recognizing the emergency alarm ("Mute Tones at a Single Op"). This would be used in a situation where one agency is monitoring a channel that belongs to another agency. If an emergency alarm comes in on the second agency's channel, the first agency could mute the tones at their dispatch consoles without having to wait for the second agency to recognize it.

Ending an Emergency Call

When an emergency is over, the dispatch console user can end the Emergency Alarm. The visual indication on the console GUI is removed, and the console informs the trunking controller and other consoles that the emergency is over ("Emergency End/Knockdown").

The emergency mode remains active on the initiating radio unit until it is ended (reset) by the radio user.

1.2.3.5 Radio Patch Control

MCC 7500 console users can patch communication between trunked and/or conventional radios that are normally unable to communicate with each other due to different features, programming, or even different frequency bands. A patch group is a group of linked resources that can both receive messages from a console and transmit to all other members of the patch group. The MCC 7500 supports a maximum of 16 active patch groups.

Setting up a Standard Patch

A dispatch operator can set up a standard patch between trunked resources and/or conventional resources. After the patch is created, the dispatch console transmits all audio on one resource to all other resources in the patch group.

Patched radio users see the ID or alias of the other patched radio(s), as opposed to that of the console, provided that the radio subscriber is capable of displaying IDs. This minimizes confusion and the need for the dispatch operator to intervene in the call. Patches are automatically re-established if interrupted so the MCC 7500 user can concentrate on continuing operations.

Pre-Defined Patches

Patches can also be pre-defined, and be automatically re-initiated each time a dispatch console computer is restarted ("Patch Auto-Start").

Using Multi-Select

The Multi-Select feature allows a dispatch console to define groups of selected radio resources. When a Multi-Select group is opened, all of the resources in the group are simultaneously selected. Resources can be added or removed from a Multi-Select group while it is open or while it is closed.

The Multi-Select feature

- Selects multiple resources simultaneously.
- Defines and stores groups of resources so that multiple resources can be conveniently selected and deselected.

Note: This operation is different than that of the patch folders. A dispatch console can only have one multi-select group active at a time, but it can have multiple patch groups simultaneously active.

1.2.3.6 Call Management and Control

Automatic Prioritization of Calls

Calls on the MCC 7500 Dispatch Console are prioritized through a transmission hierarchy. Calls from primary supervisors take priority over those from secondary supervisors, which in turn take priority over non-supervisors. Instant Transmit or All-Points Bulletin (APB) transmissions, regardless of whether they are from a supervisor, will take priority over general or patch transmissions.

Multiple dispatch console operators can be designated as primary supervisors on the same system, which is useful when multiple agencies share one system, each with their own primary supervisor.

Console supervisors have the capability to disable and enable operator console functionality as necessary.

Manual Prioritization of Calls

"System Access Priority Select" allows a dispatch operator to prioritize trunked resources on the system as either "normal" or "tactical." A dispatch operator can change the priority of a trunked resource to tactical in order to give the resource a better chance of gaining communication access on a busy system. Only emergency

calls have a higher priority than tactical. When the System Access Priority status of a resource is changed, it is updated at all dispatch consoles in the systems that are monitoring that trunked resource.

Standard Call Indications

The MCC 7500 Console indicates the availability of any given trunking resource, whether or not it is being transmitted on at the moment. It will also give an inbound call indication that provides the console operator with a visual cue of audio activity on a radio resource. This functionality makes it easy for an operator to see at a glance what the status of a resource is at any moment.

Resource Identification

To identify a resource, the console reads its unit ID, a string of digits that uniquely represent that resource. The console makes it easy for operators to read unit IDs by replacing them with user-friendly 16-character aliases. These aliases, which are defined during the configuration of the console system, can replace the unit IDs of the following resources:

- Trunking Talkgroup Resource
- Trunking Announcement Group Resource
- Trunking Individual Call Resource
- Conventional Channel Resource
- Conventional Channel Frequency Selection Control
- Conventional Channel PL Selection Control
- Unit ID
- Aux I/O Resource

On large systems, unit IDs can be conserved by grouping all individual call resources on a specific trunking talkgroup together under a certain ID. This flexibility simplifies the daily work of Nassau County's dispatch operators.

Call Alerting

When an operator needs to reach a radio user or dispatch operator and they are not near their radio or console, the dispatch operator can "page" the unattended radio or console through a series of beeps and an indication of the sender's ID. When the radio user or dispatch operator becomes available, they will see the unit ID of the calling dispatch operator's console, and be able to return the call. Additionally, a Call Alert can be used to trigger an activity. For instance, a Call Alert may cause a vehicle's horn to sound and its lights to flash.

The console operator can even send a call alert to a user who is involved in voice and data communications over the network.

1.2.4 Console Logging

The MCC 7500 Dispatch Console system proposed to Nassau County includes a logging recorder subsystem that enables the recording and replay of audio and other information associated with real-time conversations over the network. These capabilities will provide Nassau County's personnel with clear audio and enough information to easily understand the context and content of any recorded transmission.

In addition to recording audio, the logging recorder captures the following information:

- Talkgroup and channel information
- User identification such as unit ID and alias
- Call type such as talkgroup call, emergency call, etc.
- Non-voice events such as Call Alerts, radio Status Check, radio Message, etc.

This information is available for display to the user upon playback, and can be searched by the user in order to retrieve the desired call.

The logging recorder's capacity is based on the number of radio transmissions it needs to record simultaneously, not on the number of channels that it will record.

A call can be saved either as a complete call (audio and any information associated with the call) or as a simple .wav file. Files saved as complete calls must be played using the Scenario Replay application included with the logging recorder. Files saved as .wav files can be played on any application that supports them.

Record and Replay of Archived Calls

The logging recorder provided to the Nassau County is an IP-based recorder that will record all IP traffic sent to it. It will provide Nassau County with the capability to record audio at the same level of quality as that heard at the console position. In addition, it will record information associated with the call beyond just the audio.

A replay station can access recordings on multiple recorders, even ones that are not being used with AISs. This provides the user with a complete view of everything being recorded from a single point.

Management of the Logging Recorder Subsystem

Security and fault management for the logging recorder subsystem are configured and managed by a common administration application, residing on either a playback station or a dedicated PC. Administrative personnel can use the management controls of the logging recorder subsystem to configure how calls are recorded.

On a global level, administrators can define which calls are recorded by which agency or department; on a more granular level, administrators can define the following recording behavior:

- Which talkgroups and conventional resources are to be recorded
- Whether or not secure calls are recorded
- Which talkgroups and conventional resources are critical and which are not
- Access rights for replay station user accounts

Configures various operational characteristics of the recorders (watermark limits for the recording media, what to do when the recording media fills up, etc)

Long Term Logging Port

Long term audio recording is used to record a portion of the inbound and outbound audio present on a specific dispatch console. These recordings are typically archived for long-term storage, and provide a historical record of the radio communications made at a given dispatch console.

The long term logging port allows an external logging recorder to be connected to a dispatch console. The audio that appears on this output is configurable, but is typically the audio that was transmitted and/or received at that dispatch console.

The configuration of audio to be presented at this port is tied to the physical dispatch console, so that no matter what user is logged into the console, the same type of audio is logged. The long term logging port can be configured to log any combination of the audio sources listed below:

- Audio received from the currently selected radio resources (note that the level of this audio is not affected by either the individual volume setting of the radio resource or the master volume control on the speaker or headset jack)
- Microphone audio being transmitted to the currently selected radio resources by this dispatch console user
- Microphone audio being transmitted to unselected radio resources by this dispatch console user
- Any tones generated by the dispatch console that appear in its speakers (trunking tones, emergency tones, etc.)
- Tones generated by the Zetron external paging encoder

Note that this output may be used with an instant recall recorder as well as a long term logging recorder.

1.2.5 Console System Security

The MCC 7500 Console supports the Information Assurance capabilities of the ASTRO 25 network by enabling end-to-end encryption from the operator position, so that at no point will Nassau County's communications be undermined by unencrypted transmissions. Each dispatch operator will be able to fully participate in secure communications while being confident that sensitive, vital information will not be heard by unauthorized individuals.

Secure Access to the Console

To use the dispatch console, an operator must enter a valid radio system user account name and password. The dispatch console validates that information with the radio system's network manager and allows the user to access only the resources for which the user has access rights. This also applies to third party applications that use the dispatch console's API.

Secure Communications at the Console

The console itself encrypts and decrypts radio voice messages. Thus, radio voice messages are encrypted end-to-end, from the field radio user to the dispatch console. The console operator can choose whether or not to encrypt their transmissions on a particular trunked resource. Console operators can interface with agencies that have different encryption configurations without any manual intervention or delay. The MCC 7500 Console can support up to 60 calls simultaneously, using up to four different algorithms and multiple encryption keys.

To help reduce potential errors when managing encrypted communications, the MCC 7500 interface provides alerts when the console mode does not match that of a received call, and when a patch or multi-select group is being set up between a mix of clear and secure channels.

The set of alerts available on the console are in Table 1-3.

Table 1-3: Security Indications

Indication/Alert	Indication/Alert Description
Receive Cross-Mode Indication	Indicates when an inbound call's secure mode does not match the console's outbound mode, so that the console operator can respond in the correct mode.
Clear Audio Alert	Provides visual and audible indication that a trunked radio transmission or reception is unencrypted.
Multi-Select Cross-Mode Alert	Indicates that different trunked resources in a multi-select group have different secure modes, preventing console operators from transmitting audio in both secure and non-secure modes.
Patch Cross-Mode Alert	Indicates that different trunked resources in a patch group have different secure modes, preventing console operators from transmitting audio that is intended to be secure in an

Indication/Alert	Indication/Alert Description
	unencrypted state.
Key Fail Indication	Indicates that a console cannot decrypt or encrypt a call due to a problem with an encryption key.
Panic Key Zeroizing	Erases all encryption keys at a specific console or AIS at the push of a button. The button is recessed in a panel to reduce the chance of accidentally pressing it.
Keyset/Indexset Selection via GUI	Enables the dispatch operator to manually select the keyset/indexset the dispatch console uses.
Key Management via KVL	Enables the operator to use the KVL to manage all keys for a dispatch console or archiving interface server.
Key Management via Store and Forward	Enables the operator to use a KVL and KMF to manage all keys for a console or archiving interface server.

Securing Communications at the Logging Recorder

Not only are real-time communications encrypted, MCC 7500 encryption extends to call logging—ensuring that even recorded communications are not vulnerable to retrieval by unauthorized people.

Like the console itself, the Archiving Interface Server also requires a valid radio system user account name and password be entered and validated by the radio system's network manager before it allows access to recorded information. After gaining access, a user can view and listen to only the recordings for which the user has access rights. This enables agencies to keep their logs private from other agencies on the same system.

The AIS is capable of supporting up to four different encryption algorithms simultaneously.

1.2.6 Console Configuration and Management

The MCC 7500 console system is configured and managed by the same configuration manager, fault manager, and performance reporting applications as the radio system. The user can define exactly which resources are available and how they are presented to the dispatch console user. This provides Nassau County with a single point for configuring and managing the entire ASTRO 25 system. Changes are automatically distributed throughout the system. This centralized approach saves valuable time and effort for system administrators and technicians, and reduces the errors that can occur when radio IDs and other data are entered at multiple locations.

In addition, call traffic and performance reports for each console can be generated from the system's network manager. This enables administrators to quickly and easily ensure optimal effectiveness and efficiency.

1.2.7 Interface with Nassau County's Computer-Aided-Dispatch (CAD) System

The Motorola MCC 7500 Dispatch Console interfaces with Nassau County's CAD system through Application Programming Interfaces (APIs). These APIs are designed to support both the dispatch console user interface and the CAD application simultaneously, so that the dispatch/CAD operators for Nassau County will be able to control all communications from the console at the same time.

Supported APIs

Three APIs are available for use by third parties who wish to integrate their application with the MCC 7500 Dispatch Console. Each of these APIs performs a different function in the console/CAD interface, allowing for control of the console through the CAD system and information transfer between the console and the CAD system.

Table 1-4: APIs supported by the MCC 7500 Dispatch Console

API	Functionality
Console Dispatch Interface API	▪ Used for the overall management and maintenance of the connections between a software application and the dispatch system ▪ Authenticates the dispatch console user's login account and associates it with the security groups defined in the radio system's network manager ▪ Allows a CAD application to interface to the MCC 7500 console system ▪ Delivers API messages either directly to the CAD application or enables retrieval of API messages upon request by the CAD application
Resource Configuration API	▪ Retrieves configuration information such as lists of radio resources (conventional or trunked talkgroups), capabilities/features available on each radio resource, and lists of accessible auxiliary input/output signals ▪ Retrieves aliasing information such as the end user radio unit IDs (e.g., Unit 4352 = "Division ABCD") and end user radio unit status (e.g., Status 7 = "En Route")
Console Features API	▪ Monitors and controls subscriber and console activity on the radio system ▪ Initiates voice and data radio communications with a subscriber unit; and controls access to external equipment

Software Developer Kit for the APIs

To aid in the integration of the dispatch console system with the CAD system, Motorola can provide a Software Developer Kit (SDK) that contains all information necessary to be able to access and use the APIs described above.

The SDK's manuals document the supported Motorola MCC 7500 Dispatch APIs, including access to various dispatch features, configuration information, and aliasing information. The SDK also includes various files needed by software developers as

they create applications that use the APIs. These files include source code header/include (.h) files, library (.LIB) files, and dynamic link libraries (DLLs).

The SDK can be quoted to the Nassau County as an option. All software development costs associated with CAD integration with the MCC 7500 dispatch console through APIs are the responsibility of Nassau County and its selected CAD vendor.

1.2.8 MCC 7500 Dispatch Console Component Description

An MCC 7500 Dispatch IP Console consists of the following elements:

- Operator position computer
- Voice Processing Module (VPM)
- Auxiliary Input/Outputs
- Logging equipment
- Network equipment
- Conventional Channel Interface equipment

This section discusses the various components that make up the proposed MCC 7500 Dispatch Console system. These components are connected together and to the rest of the ASTRO 25 system on an IP network via console site routers and switches. The MCC 7500 Dispatch Console functions as an integrated component of the total radio system, fully participating in system level features such as end-to-end encryption and agency partitioning.

Since the network is IP-based, the system's interfaces and components can be distributed physically throughout the network. Logging components can be centrally located at the zone core or distributed at console sites. CCGWs can be located at conventional-only RF sites, at trunking RF sites, the master site, or at console sites with conventional stations. Aux I/O Servers can be placed anywhere in the zone, closest to where they are needed.

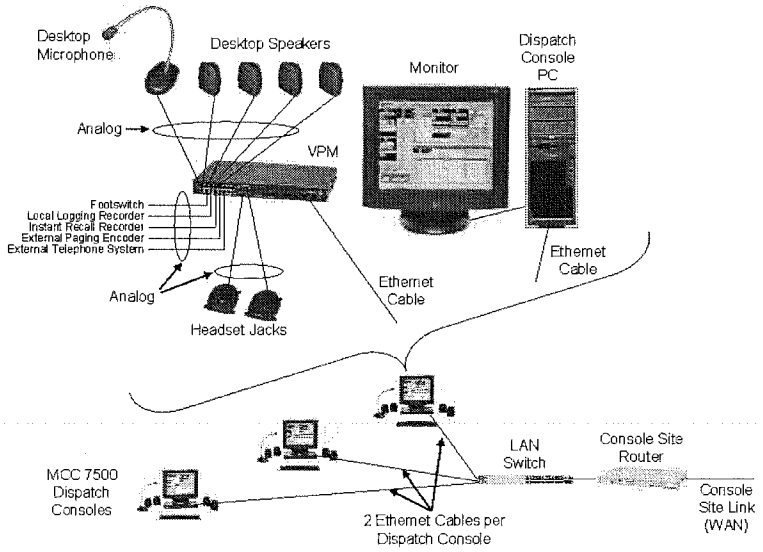


Figure 1-6: Motorola MCC 7500 Dispatch Console Hardware Architecture

1.2.8.1 Operator Position Components

MCC 7500 operator positions connect directly to the radio system's IP transport network without gateways or interface boxes. Audio processing, encryption, and switching intelligence for dispatch are performed within each software-based operator position, without additional centralized electronics.

MCC 7500 Operator Position Components

An MCC 7500 operator position consists of a computer, a Voice Processing Module (VPM), one select speaker, up to three unselect speakers, a desktop gooseneck microphone and/or headset jack box with in-line PTT amplifier and headset, and optional footswitch.

Voice Processing Module (VPM)

The VPM provides vocoding and audio processing services for the dispatch console. It connects to the console site LAN switch and communicates with the dispatch console PC via Ethernet. Each operator position includes a PC and a dedicated VPN. The VPM also provides connections for analog devices to be connected to the digital console.

The VPM has connectors for the following devices:

- One desktop microphone
- Two headset jacks
- Eight desktop speakers (four speakers max supported in the initial releases)
- Logging recorder
- Radio instant recall recorder
- Telephone instant recall recorder (not supported in initial releases)
- External telephone set
- External paging encoder
- Footswitch
- Generic transmit audio input

Some of the connectors listed above can be used to provide audio inputs and outputs for connecting other types of dispatch consoles to the Motorola radio system in conjunction with the Motorola MCC 7500 Dispatch APIs.

An optional secure card provides encryption and decryption services for the dispatch console. It is capable of supporting multiple, simultaneous encryption/decryption sessions using multiple algorithms and multiple secure keys.

Personal Computer (PC)

The dispatch console uses a customized Motorola-certified PC running the Microsoft Windows operating system and containing a Motorola-designed voice card and a

Motorola-designed secure card. The PCs used in ASTRO 25 systems have a mini-tower form factor.

The PCs are processed through Motorola factories in Schaumburg so that the application software, voice cards, and secure cards can be installed and tested to ensure they are operating properly.

1.2.8.2 Archiving Interface Server (AIS)

The Archiving Interface Server (AIS) provides an interface between the radio system and the logging recorder. This allows calls on the radio system to be recorded together with information associated with the calls.

An AIS is comprised of a personal computer with Voice Card(s) or Secure Card(s). Each Voice Card or Secure Card has a network connection to the trunking system transport network. Multiple AIS/recorder pairs may be deployed in a radio system (refer to Figure 1-7).

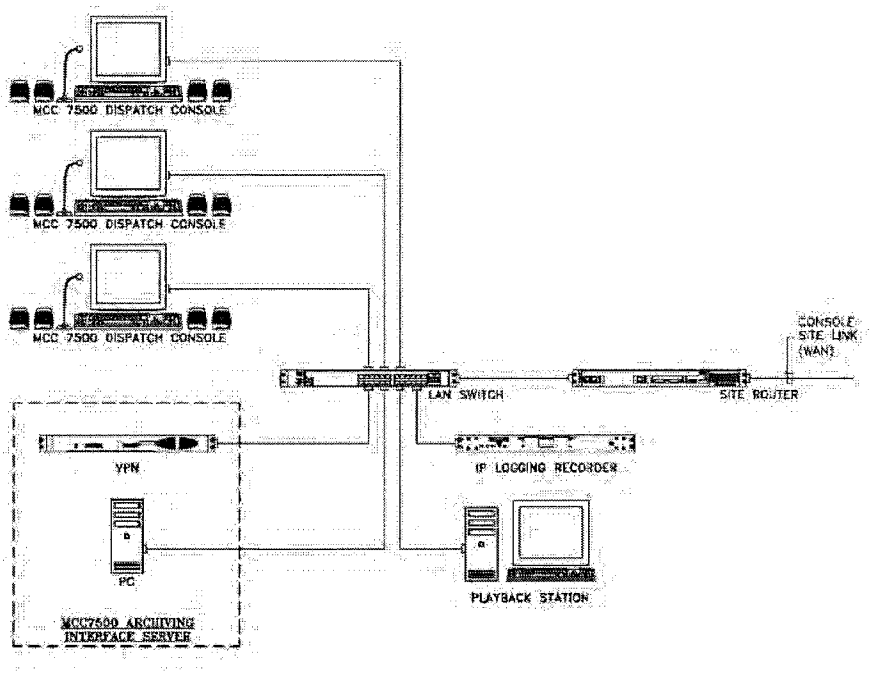


Figure 1-7: Motorola MCC 7500 VPM-Based AIS Hardware Architecture with Logging Recorder

The logging subsystem provides a user interface capable of allowing a user to identify actions/calls that occurred on the radio system, choose the desired call they wish to review, and play back the audio for that call through a logging playback station. The logging subsystem reconstructs the playback audio from the vocoded samples that had been sent to the logging subsystem when the call occurred.

1.2.8.3 Auxiliary Inputs and Outputs

An Auxiliary Input/Output server enables console operators to control and monitor external devices, such as doors and lights, from the console user interface. Multiple dispatch consoles anywhere in the network may monitor and control the same relay output and/or external inputs. Changes are indicated across all dispatch consoles simultaneously. Customizable graphic icons are also used to provide a visual indication of both the function and state of external inputs.

The contact closures and input buffers required to interface to these devices are housed in Remote Terminal Units (RTUs). These RTUs can be physically located close to where they are needed, at any console site or RF site. The dispatch consoles and RTUs communicate with each other across the radio system's IP transport network. Individual relay outputs can be configured so that they require a safety switch to be pressed before they respond to any commands from the dispatch console user.

Supported Aux I/O Configurations

The following Aux I/O configurations are supported.

Aux I/O Configuration	Description
Momentary Input	This is an input where the user interface always shows the true state of the input.
Latched Input	This is an input where the user interface does not necessarily show the true state of the input. When the input goes active, the user interface shows the state as active. The display will continue to show the state as active even if the input changes to the inactive state. A dispatch console user must manually reset the display to return it to the inactive state.
Momentary Output	This output relay is activated when the dispatch console user presses the button on the user interface and deactivated when the dispatch console user releases the button.
Latched Output	This output relay changes state only when the dispatch console user presses the button.
Interlocked Latched Output	This latched output relay is part of a group of latched output relays. Only one of the relays in the group may be active at a time. Interlocked relays work in a "break before make" fashion; that is, the previously active relay is deactivated before the new relay is activated.

1.2.8.4 Conventional Channel Gateway Equipment

The MCC 7500 Dispatch Console system includes analog and digital conventional channel gateway (CCGW and DCCGW, respectively) equipment that interfaces with both analog and digital conventional channels into their dispatch operations, without a separate hardware network and channel banks. Conventional audio is transported by

the same IP network used for trunked audio between the CCGW and the dispatch console.

The analog CCGW provides E&M and tone remote station control and supports the 4-wire analog connections for conventional. Each CCGW in Nassau County's system can support up to four analog channels. The digital CCGW provides digital control of the station via a V.24 connection. Each DCCGW can support up to two ASTRO 25 conventional channels.

The MCC 7500 Dispatch Console system includes a GGM 8000 router, which can support up to 10 IP interfaced base stations. With the addition of the optional CCGW interface card, up to 4 additional conventional resources can be integrated using any combination of 4-wire analog, and v.24 interfaces. Mixed-mode channels occupy 2 of the physical resource ports; one analog, and one v.24, but only one of the 4 channel slots. As such, you may have up to four channels in any combination of analog, v.24 digital, or mixed mode.

1.3 Simulcast IP Equipment

Replace the ASTRO-TAC Comparators with IP Simulcast GCM 8000 Comparators:

- Assumes that the first upgrade to an M2 master has been done or being done at the same time.
- 5 new GCM 8000 IP Simulcast Comparators at the Yulee Prime Site.
- Add IP Simulcast Software to the existing GTR 8000 stations.
- Requires re-configuring the existing network bandwidth of the TeNSr HSU cards from 64kbps to at least 384 kbps.

GCP 8000 Site Controller

The GCP 8000 Site Controller (GCP 8000) is the control interface between the transmitter/receiver subsystem and the Zone Controller. The GCP 8000 Site Controller comprises redundant site controller modules; one site controller module acts as the active module, and the second module as standby. The redundancy minimizes the possibility of a single point of failure at the site.

The GCP 8000 provides the following functions:

- Manages the channels to maximize throughput and channel availability
- Administers registration and context activation requests
- Monitors base stations and RF distribution equipment and interacts with the MOSCAD site device manager to facilitate centralized alarm and control monitoring
- Provides redundant site control
- Enables redundant site link routing for patch redundancy.

Additionally, the GCP 8000 provides the following functions at the simulcast site:

- Provides a time and frequency reference signal to the base stations maximizing frequency stability and allowing for further site separation in a simulcast configuration
- Provides IP simulcast capability, enabling true end-to-end IP connectivity in a simulcast configuration.

GCM 8000 Comparator

The GCM 8000 Comparator ensures the broadcast of the best possible voice signal by combining the best parts of a single signal that has been received by multiple sites in a Multisite (simulcast) system.

The comparator features a state-of-the-art digital voting methodology: Frame Diversity Reception. The comparator selects the data frame or signals with the lowest BER and forwards it. By using the best pieces of each input signal, the result is the best possible composite signal.

1.4 System Block Diagrams

Motorola has provided system block diagrams on the following pages.

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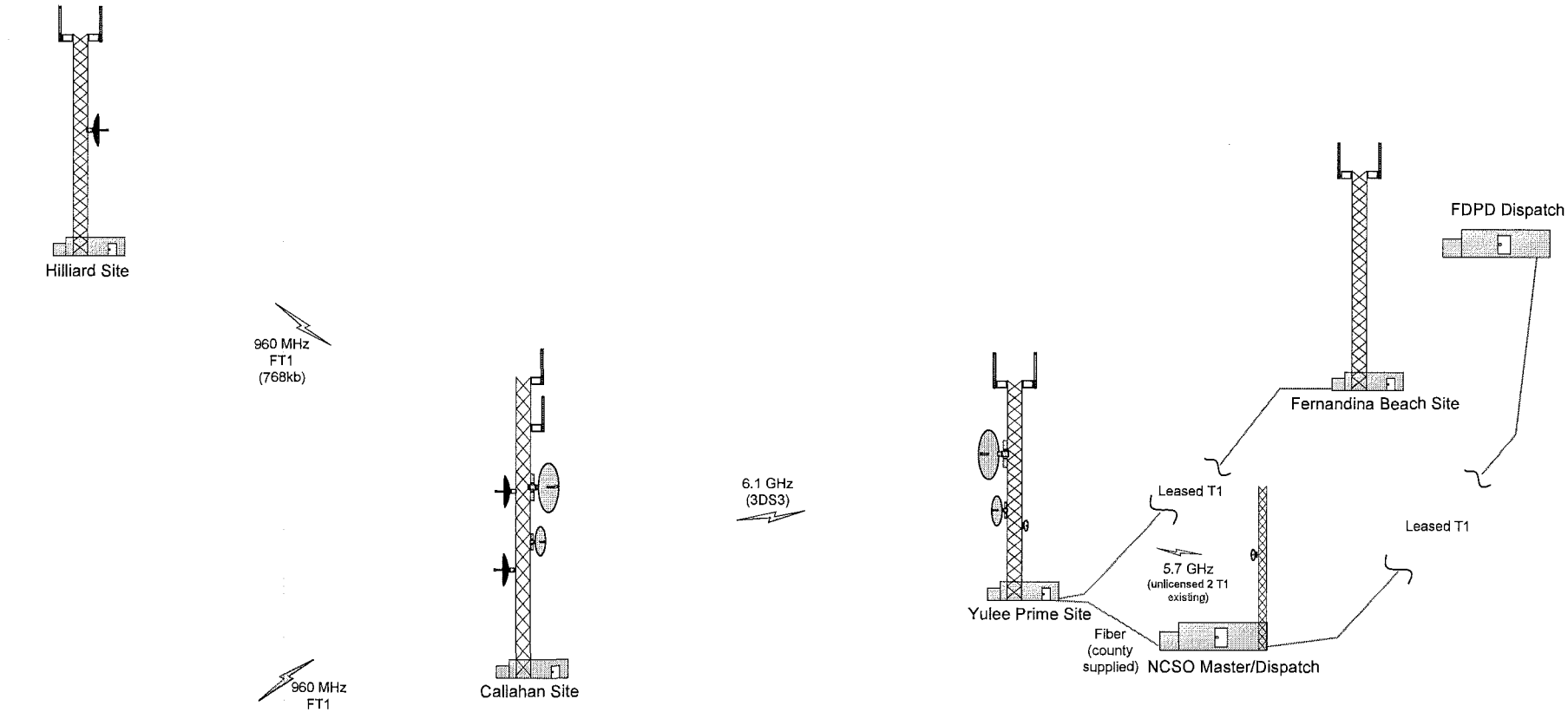

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B			
A	3/28/12	TM	Updated with 7.11 Changes
O	2/15/06	TM	ORIGINAL RELEASE

MOTOROLA

Eastern Division
Systems Engineering
Callahan, Fl 32011

PROJECT: Nassau County 800 MHz ASTRO25 7.11 Simulcast System

TITLE: Nassau County – System Transport Diagram

CONTRACT	ENGINEER	PROGRAM MGR	SCALE	SIZE
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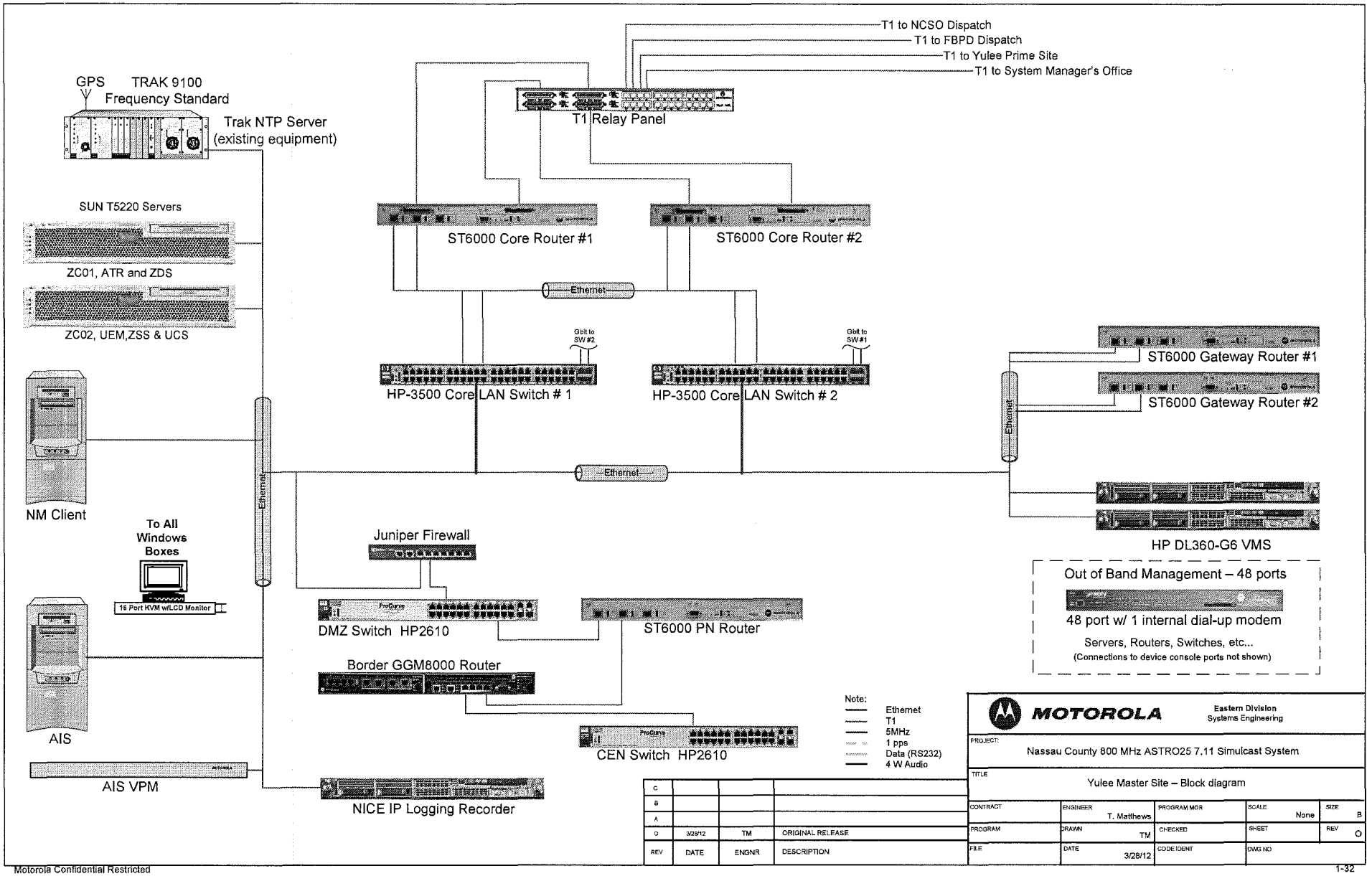
	TM			O
FILE	DATE	CODE IDENT	DWG NO	
	3/28/12			



REV	DATE	ENGNR	DESCRIPTION
C			
B			
A			
D	3/28/12	TM	ORIGINAL RELEASE

MOTOROLA Eastern Division Systems Engineering

PROJECT: Nassau County 800 MHz ASTRO25 7.11 Simulcast System

TITLE: Yulee Master Site – Block diagram

CONTRACT	ENGINEER	PROGRAM MGR	SCALE	SIZE
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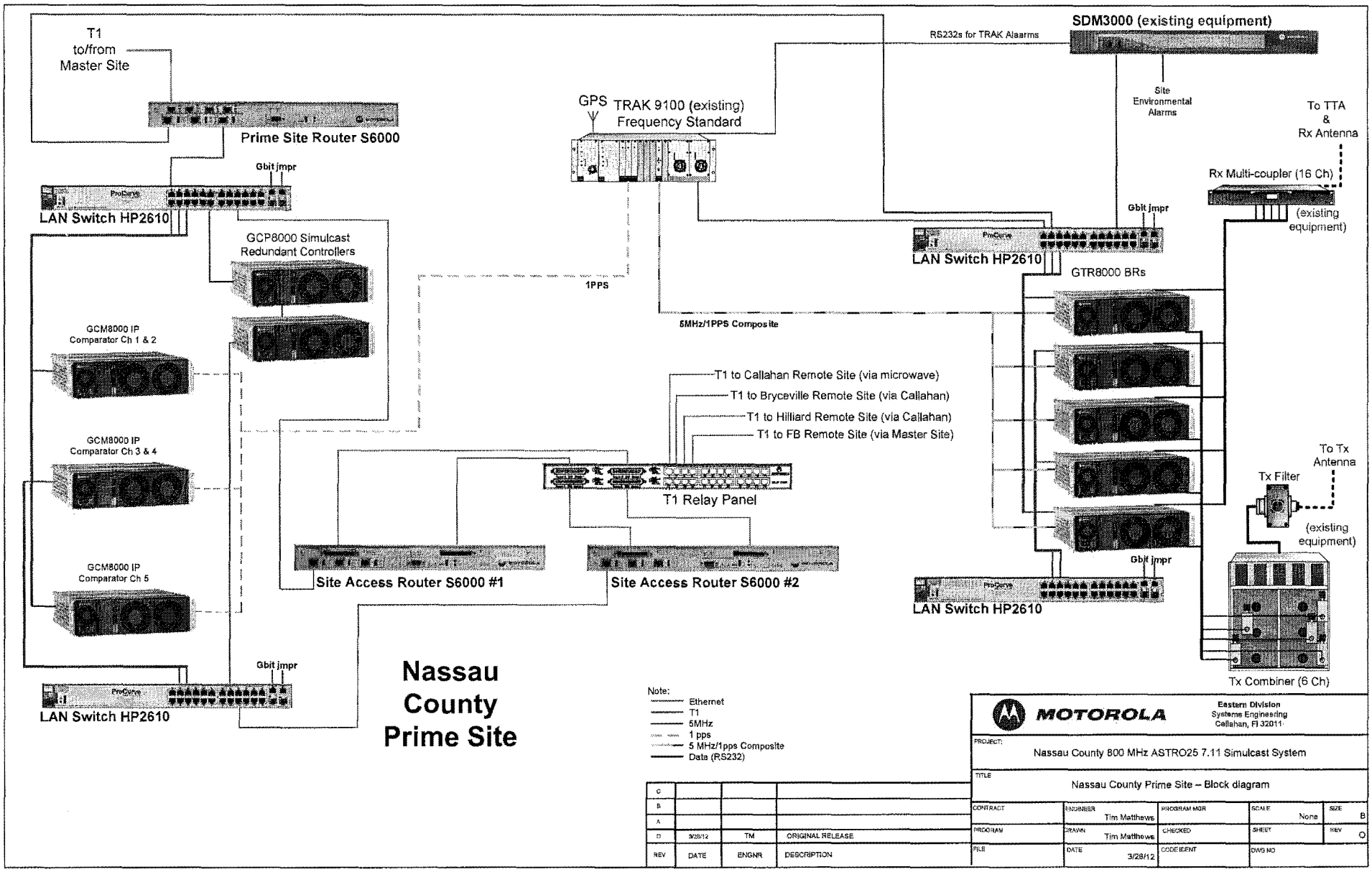
	TM			D
FILE	DATE	CODE IDENT	DWG NO	
	3/28/12			


T1
to/from
Master Site
Prime Site Router S6000
Gbit jmpr
LAN Switch HP2610
GCP8000 Simulcast
Redundant Controllers
GCM8000 IP
Comparator Ch 1 & 2
GCM8000 IP
Comparator Ch 3 & 4
GCM8000 IP
Comparator Ch 5
Gbit jmpr
LAN Switch HP2610
GPS
TRAK 9100 (existing)
Frequency Standard
1PPS
5MHz/1PPS Composite
RS232s for TRAK Alaarms
SDM3000 (existing equipment)
Site
Environmental
Alarms
To TTA
&
Rx Antenna
Rx Multi-coupler (16 Ch)
(existing
equipment)
Gbit jmpr
LAN Switch HP2610
GTR8000 BRs
T1 to Callahan Remote Site (via microwave)
T1 to Bryceville Remote Site (via Callahan)
T1 to Hilliard Remote Site (via Callahan)
T1 to FB Remote Site (via Master Site)
T1 Relay Panel
Site Access Router S6000 #1
Site Access Router S6000 #2
Gbit jmpr
LAN Switch HP2610
To Tx
Antenna
Tx Filter
(existing
equipment)
Tx Combiner (6 Ch)
Nassau
County
Prime Site
Note:
Ethernet
T1
5MHz
1 pps
5 MHz/1pps Composite
Data (RS232)
MOTOROLA
Eastern Division
Systems Engineering
Callahan, Fl 32011
PROJECT:
Nassau County 800 MHz ASTRO25 7.11 Simulcast System
TITLE
Nassau County Prime Site – Block diagram
CONTRACT
ENGINEER
Tim Matthews
PROGRAM MGR
SCALE
None
SIZE
B
PROGRAM
DRAWN
Tim Matthews
CHECKED
SHEET
REV
O
FILE
DATE
3/28/12
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TM
ORIGINAL RELEASE
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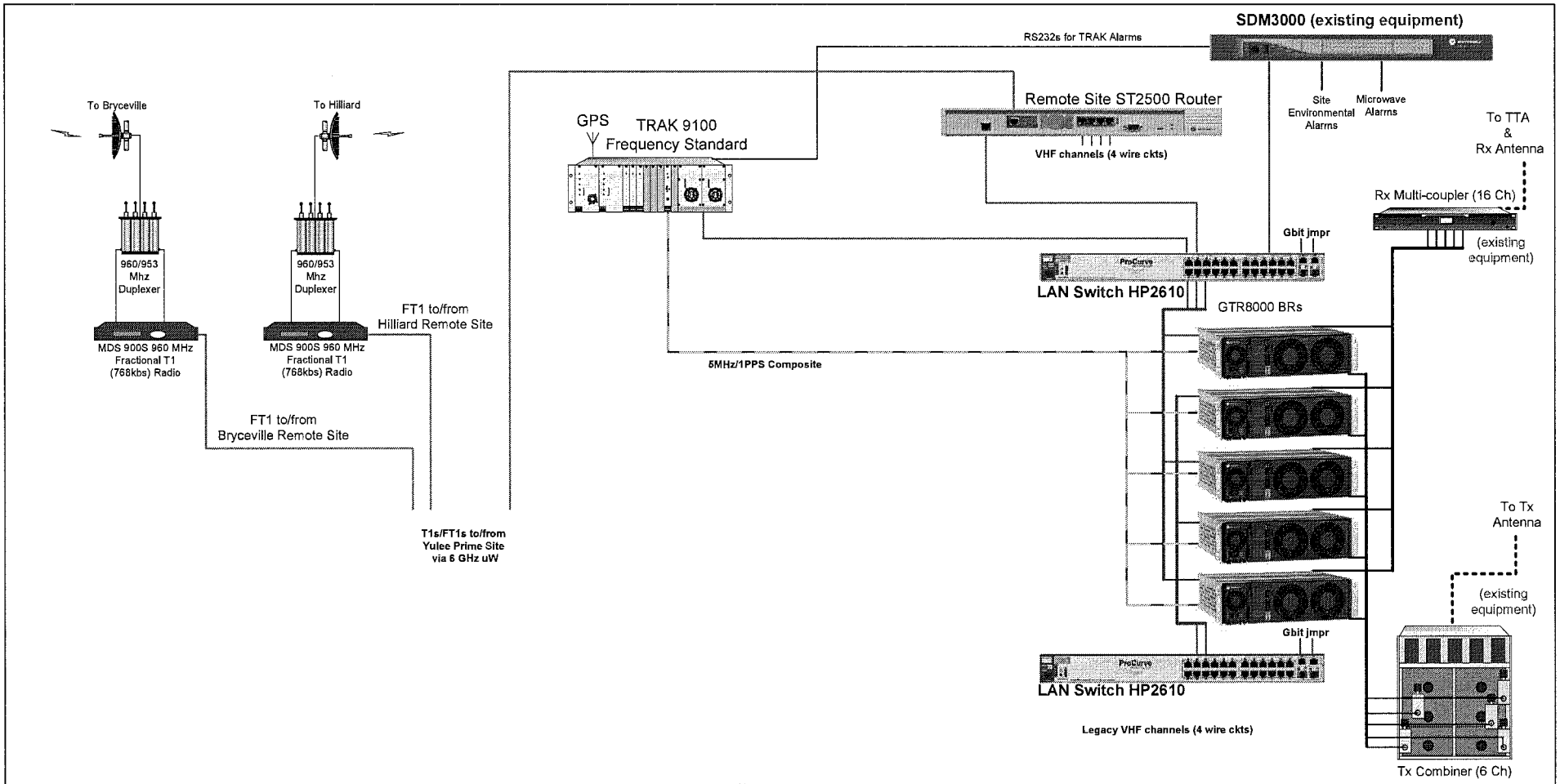
DESCRIPTION



Note:
- Ethernet
- T1
- 5MHz
- 1 pps
- 4W Audio
- Data (RS232)

REV	DATE	ENGNR	DESCRIPTION
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O	3/28/12	TM	ORIGINAL RELEASE

MOTOROLA
Eastern Division
Systems Engineering
Callahan, Fl 32011

PROJECT: Nassau County 800 MHz ASTRO25 7.11 Simulcast System				
TITLE: Nassau County Callahan Remote Site – Block diagram				
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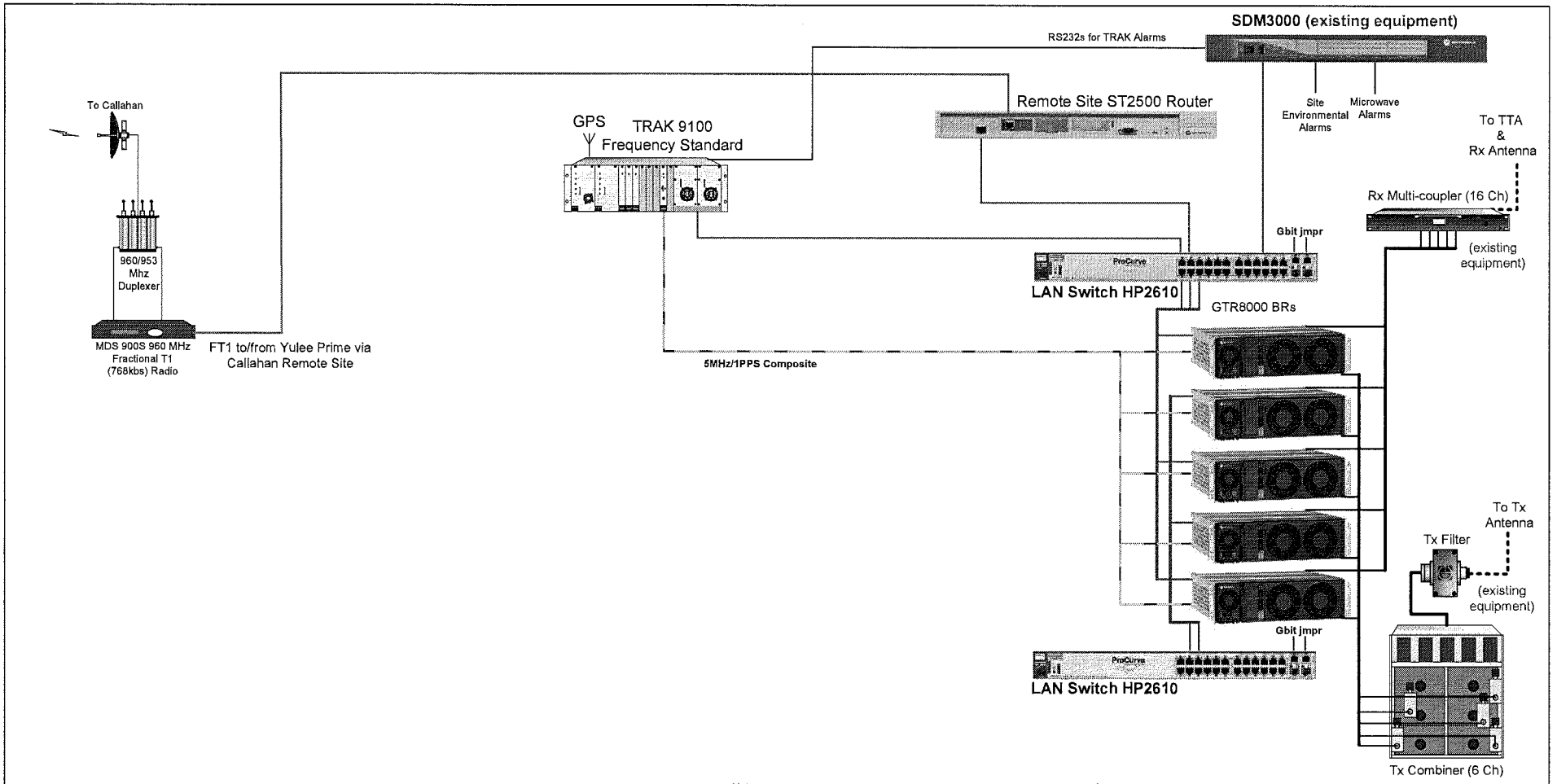

Note:
- Ethernet
- T1
- 5MHz
- 1 pps
- 4W Audio
- Data (RS232)

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MOTOROLA
Eastern Division
Systems Engineering
Callahan, Fl 32011

PROJECT: Nassau County 800 MHz ASTRO25 7.11 Simulcast System

TITLE: Nassau County Bryceville Remote Site – Block diagram

CONTRACT	ENGINEER	PROGRAM MGR	SCALE	SIZE
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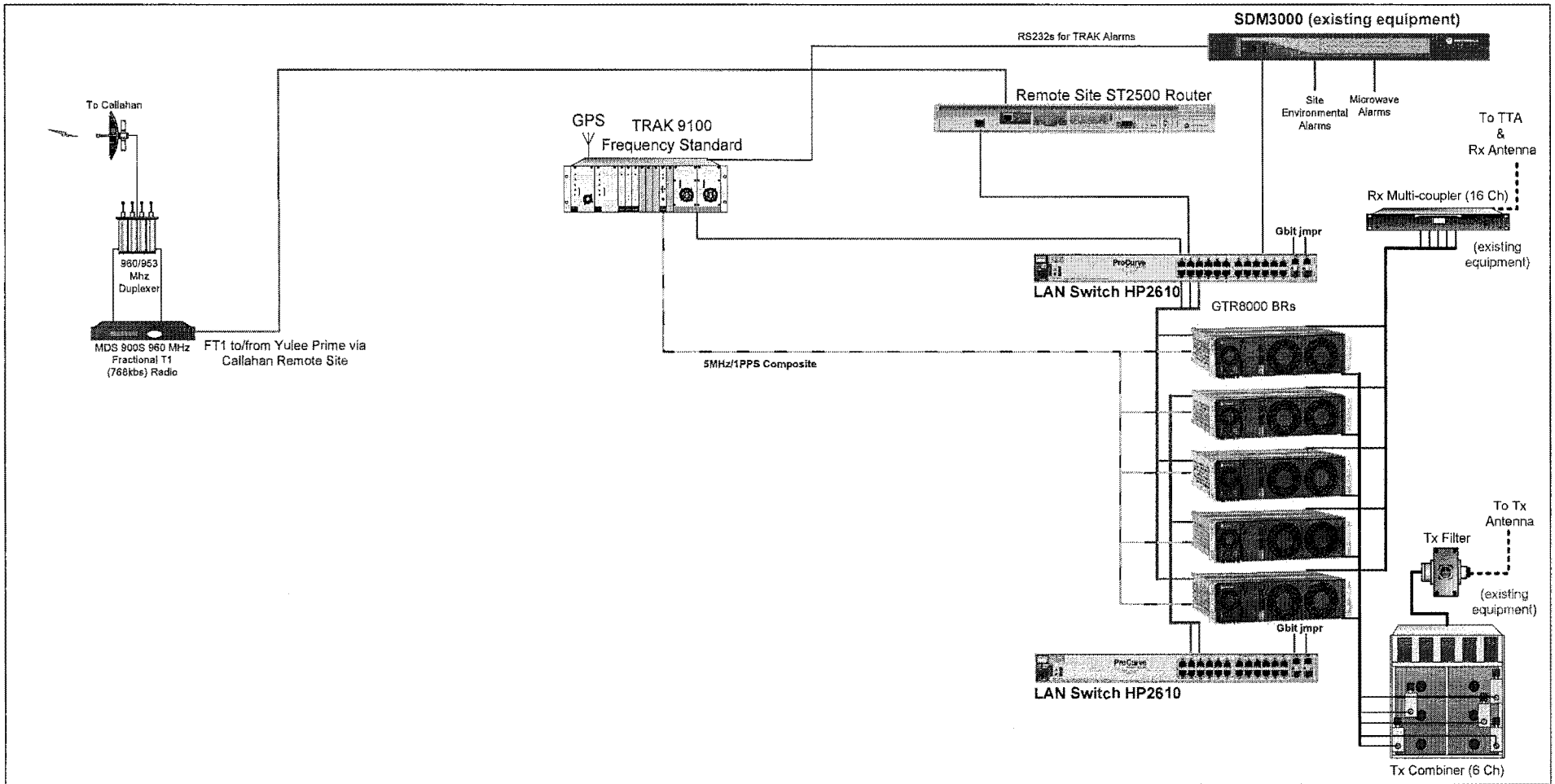

Note:
- Ethernet
- T1
- 5MHz
- 1 pps
- 4W Audio
- Data (RS232)

REV	DATE	ENGNR	DESCRIPTION
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MOTOROLA

Eastern Division
Systems Engineering
Callahan, Fl 32011

PROJECT: Nassau County 800 MHz ASTRO25 7.11 Simulcast System

TITLE: Nassau County Hilliard Remote Site – Block diagram

CONTRACT	ENGINEER	PROGRAM MGR	SCALE	SIZE
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	TM			O
FILE	DATE	CODE IDENT	DWG NO	
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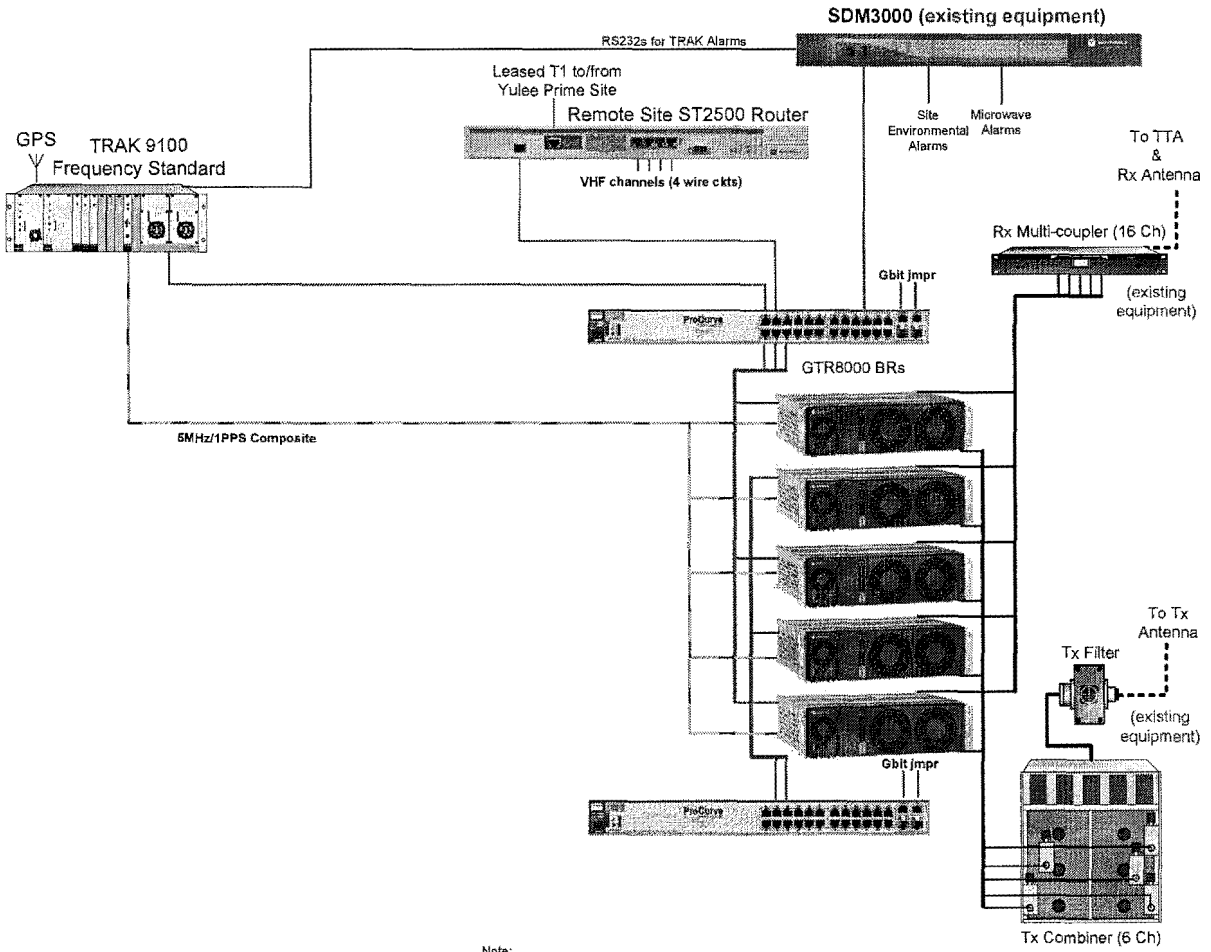

Note:
- Ethernet
- T1
- 5MHz
- 1 pps
- 4W Audio
- Data (RS232)

REV	DATE	ENGNR	DESCRIPTION
D			
B			
A	5/22/06	TM	Updated connections
O	2/15/06	TM	ORIGINAL RELEASE

MOTOROLA

Eastern Division
Systems Engineering
Callahan, Fl 32011

PROJECT: Nassau County 800 MHz ASTRO25 Simulcast System

TITLE: Nassau County Fernandina Beach Remote Site – Block diagram

CONTRACT	ENGINEER	PROGRAM MGR	SCALE	SIZE
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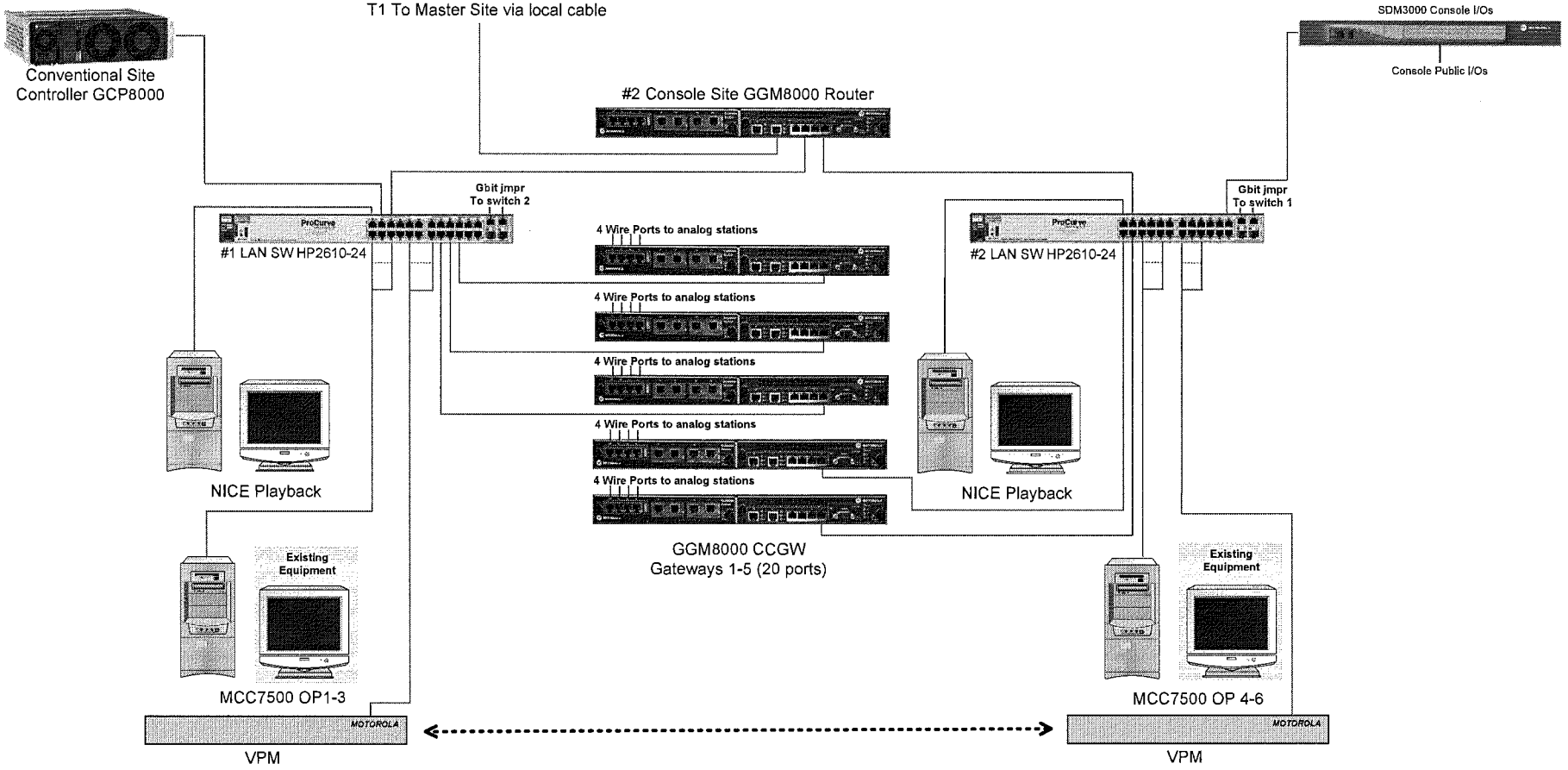
	Tim Matthews			O
FILE	DATE	CODE IDENT	DWG NO	
	2/15/06			



Note:
- Ethernet
- T1
- 4W Audio

REV	DATE	ENGNR	DESCRIPTION
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A			
O	3/28/12	TM	ORIGINAL RELEASE

MOTOROLA — Eastern Division, Systems Engineering

PROJECT: Nassau County 800 MHz ASTRO25 7.11 Simulcast System

TITLE: NCSO Consoles – Block diagram

CONTRACT	ENGINEER	PROGRAM MGR	SCALE	SIZE
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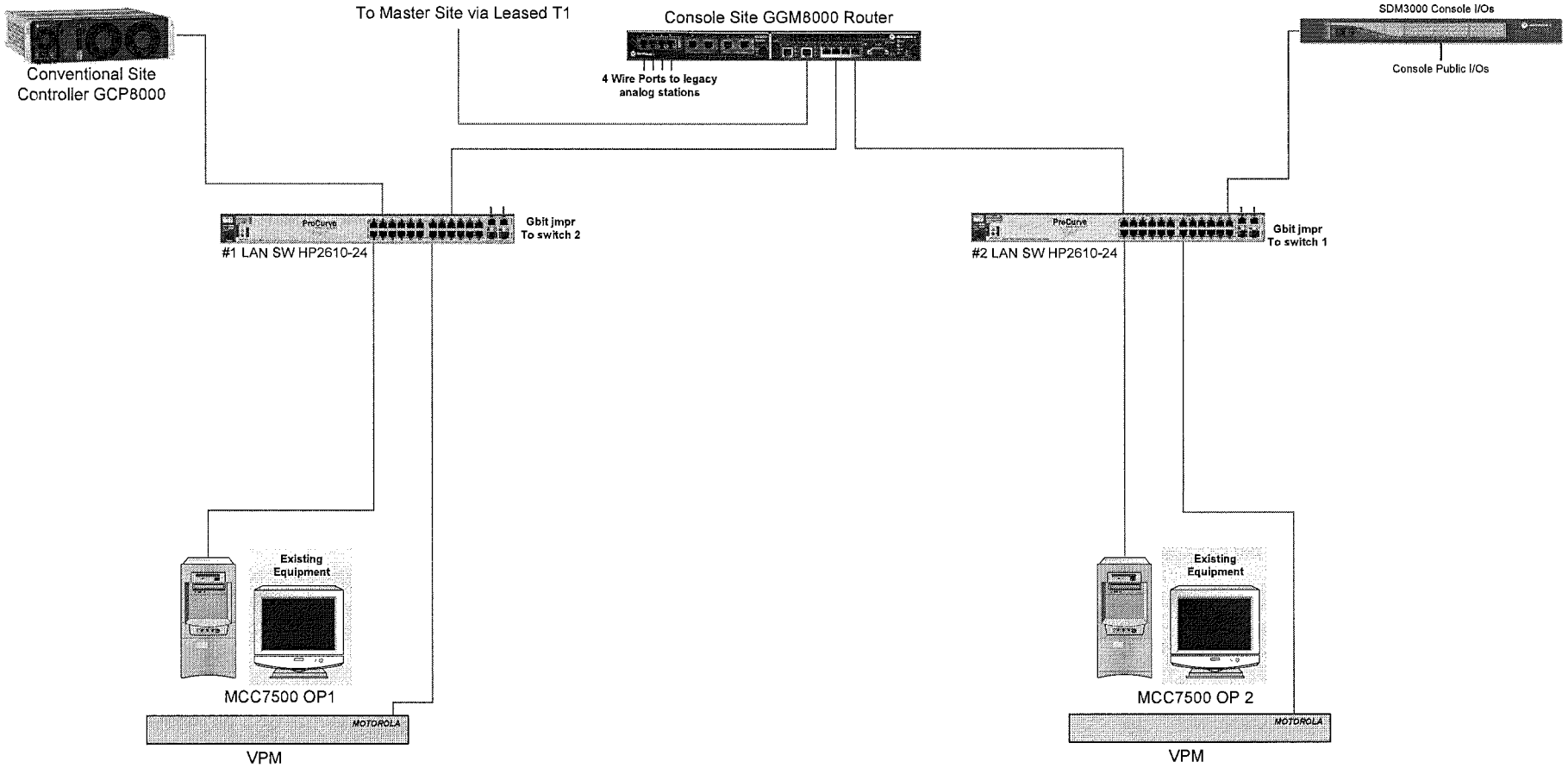

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O	3/28/12	TM	ORIGINAL RELEASE

MOTOROLA

Eastern Division
Systems Engineering
Callahan, Fl 32011

PROJECT: Nassau County 800 MHz ASTRO25 7.11 Simulcast System

TITLE: Fernandina Beach PD Consoles – Block diagram

CONTRACT	ENGINEER	PROGRAM MGR	SCALE	SIZE
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	TM			O
FILE	DATE	CODE IDENT	DWG NO	
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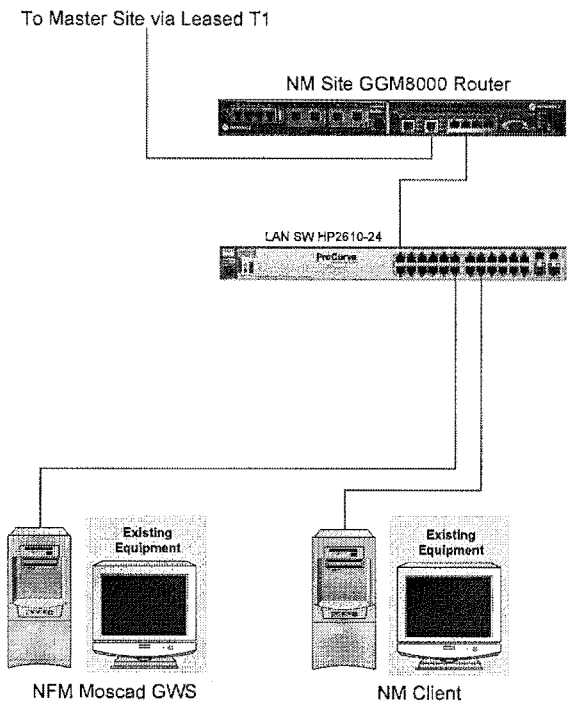

Note:
- Ethernet
- T1
- 4W Audio

REV	DATE	ENGNR	DESCRIPTION
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O	3/28/12	TM	ORIGINAL RELEASE

MOTOROLA — Eastern Division, Systems Engineering

PROJECT: Nassau County 800 MHz ASTRO25 7.11 Simulcast System

TITLE: System Manager Office – Block diagram

CONTRACT	ENGINEER	PROGRAM MGR	SCALE	SIZE
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PROGRAM	DRAWN	CHECKED	SHEET	REV
	TM			O
FILE	DATE	CODE IDENT	DWG NO	
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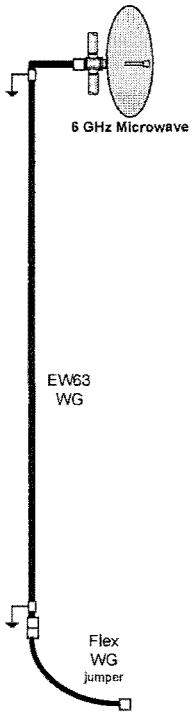
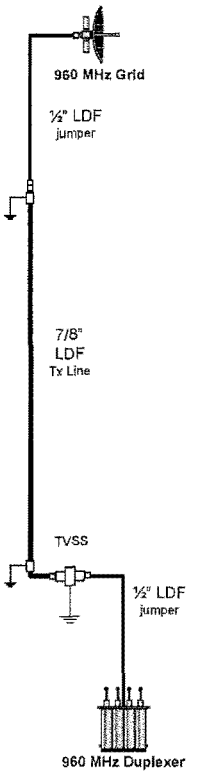
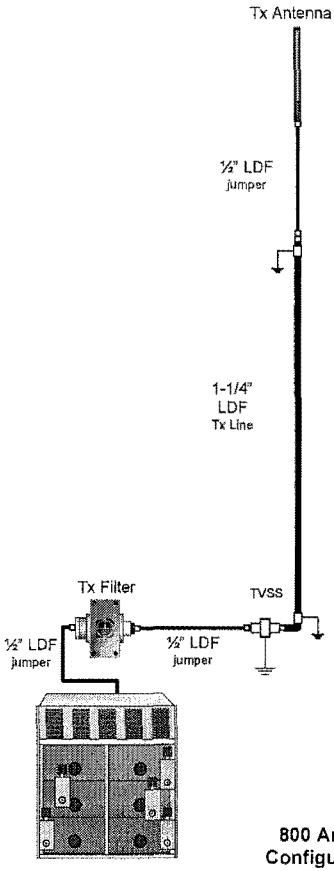
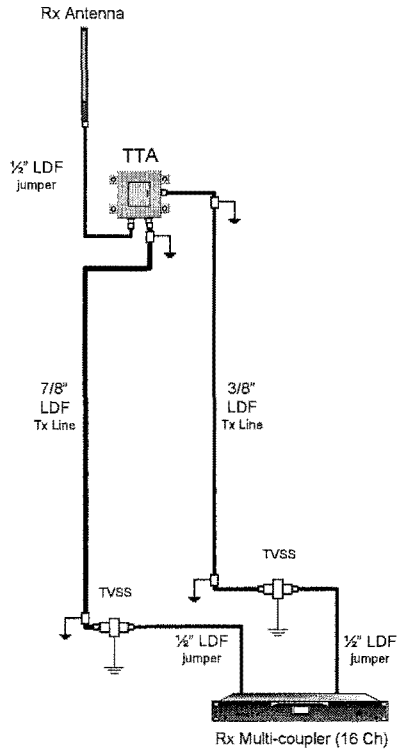


6 GHz Antenna Network Configuration – All Sites



960 Antenna Network Configuration – All Sites





800 Antenna Network Configuration – All Sites

All Existing – for information only

Note:
- Ground Kits @ top & bottom + every 75'
- Tx Filter not used @ Callahan

REV	DATE	ENGNR	DESCRIPTION
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O	2/15/06	TM	ORIGINAL RELEASE

MOTOROLA
Eastern Division
Systems Engineering
Callahan, Fl 32011

PROJECT: Nassau County 800 MHz ASTRO25 7.11 Simulcast System

TITLE: Nassau County - Site Antenna Network Diagram

CONTRACT	ENGINEER	PROGRAM MGR	SCALE	SIZE
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PROGRAM	DRAWN	CHECKED	SHEET	REV
	Tim Matthews			O
FILE	DATE	CODE IDENT	DWG NO	
	2/15/06			

Section 2. Software Maintenance Options Pricing

County Request: Pricing for all software maintenance options (SUA, SMA, etc.)

2.1 Software Maintenance/System Upgrades

Due to normal advancements in technology, individual components within the ASTRO 25 platform will require periodic update and replacement to mitigate network vulnerabilities and address technology obsolescence. As with IT computing platforms and other enterprise business systems, the pace of technology obsolescence is primarily driven by commercial OEM products that change more frequently and transition into declining levels of support and availability. Consequently, systems without a plan for regular updates can become increasingly difficult and expensive to repair and may also become more vulnerable to security attacks. Additionally, non-current systems may not be able to take advantage of advancements in technology which may provide enhanced features and performance, and may limit the ability to expand. Regular system updates ensure commercial software remains within the OEM support coverage and can also provide operational enhancements of previously purchased features.

Motorola's offers three different levels of software support to keep your system up-to-date.

2.1.1 Software Maintenance Agreement

The Motorola Software Maintenance Agreement (SMA) complements the lifecycle of the ASTRO 25 system by providing periodic software updates which safeguard and enhance the operation, and extend the lifespan of the system. SMA provides system release software for Motorola and third-party infrastructure products, radio subscriber units (if purchased), product programming software as well as commercial OS patch updates. Additionally, Motorola integrates third-party OEM updates and pre-tests and certifies functionality and compatibility, mitigating risk of interference to the system operation. Updated commercial and open source software incorporates the latest advancements in third-party technology and provides improvement in network security. SMA provides not only a simple approach to updating the system, but also up to 80% cost savings compared to individual procurement of software updates. The fixed price annual subscription provides an approach for consistent budget planning and cost containment against unexpected changes. SMA is a flexible lifecycle

management solution that allows the system owner to implement updates on their own schedule and incur hardware and implementation services expense at the time of upgrade.

- **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.

2.1.2 System Upgrade Agreement

The ASTRO 25 Platform is an integrated end-to-end solution designed for delivery of mission-critical land mobile radio services. The foundation of the ASTRO 25 platform is an information technology (IT) based core which incorporates 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 capital investment in the system, 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, incorporating both software and hardware updates aligned with the platform lifecycle roadmap. The SUA is a complete package of hardware, software and implementation services required to update the ASTRO 25 system on an *annual basis* to a level consistent the latest systems leaving the factory.

- **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.

2.1.3 System Upgrade Agreement II (SUA II)

For system owners that prefer to upgrade their system on a less frequent basis, the SUA II is available at a lower cost, providing one system release upgrade *every two years* (SUA II combines features of two releases in a single upgrade jump). For owners that are committed to upgrading their system on a regular basis, SUA provides a consistent budgeting solution that provides complete coverage.

SUA ensures the ASTRO 25 system functions at the highest level of operation, allows for system expansion and feature enhancement, and maximizes the lifespan of the investment. System release updates provides access to the latest standard and optional features (optional features may require an additional fee for licensing and hardware) available and also allows for system expansion (i.e. expansion of RF sites, dispatch positions, data sub-systems, network management positions, etc.).Software and hardware updates, to platform components, ensure availability of repair services support and may also provide increased capacity and processing capability. Professional implementation services guarantee live system upgrades are performed with minimal interruption to system operation with minimal reliance on owner resources.

- **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.

2.2 Software Maintenance/System Upgrade Pricing

System Upgrade Options	Year 2 ($)
Software Maintenance Agreement (SMA)	**71,800**
System Upgrade Agreement II (SUA II)	**219,600**
System Upgrade Agreement (SUA)	**342,800**

SUA II Pricing while at A7.11:

	Oct 2012- Approx Start	Upgrade to 7.13		
Lifecycle Products (NSAD)	2013	2014	2015	2016
System Upgrade Agreement II (SUA II)	219,600	222,500	225,500	228,600

After completion of A7.13 Upgrade
(service automation labor savings applied):

	A7.13			
Lifecycle Products (NSAD)	2015	2016	2017	2018
System Upgrade Agreement II (SUA II)	159,400	160,500	161,600	162,700

Section 3. Services Pricing

County Request: Pricing for all service offerings (individually priced)

3.1 Optional 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.

Table 3-1: Post Warranty Maintenance (Optional) Upon 7.11 Upgrade

Post-Warranty Maintenance	Year 2 ($)
Dispatch/Call Management Service	7,952.00
Network and Security Monitoring	37,794.00
Security Update Service	19,968.00
Technical Support	28,452.00
OnSite Infrastructure Response	63,895.00
Infrastructure Repair with Advanced Replacement	46,619.00
Total System Maintenance	**204,680.00**[1]
3rd Party NICE Maintenance	
NICE Logging 24*7 Gold Package	12,500.00
Total including NICE	**217,180.00**

[1] A $7,500.00 increase will apply to Year 3. Subsequent years, please average a CPI increase between 3-5% to the yearly amount. If the County adds or subtracts any new equipment or software, the maintenance contract will be adjusted accordingly.

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Section 4. Upgrade Cost with MCC 7500 Consoles

County Request: Upgrade cost for 7.4 to 7.11 to include MCC 7500 consoles

4.1 Pricing

Description	Price ($)
System Total after City of Jacksonville/Motorola P25 Contract Discounts Applied	**1,644,867.00**[1]
Customer Loyalty Discount for System as Proposed and Contract Execution Prior to April 27, 2012	*(82,243.00)*
Customer Sale Price	**1,562,624.00**

[1] Above price valid only with Life Cycle Support subscription.

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Section 5. Upgrade Cost with MCC 7500 Consoles and GCM 8000 Comparators

County Request: Upgrade cost for 7.4 to 7.11 to include MCC 7500 consoles and GCM 8000 comparators

5.1 Pricing

Description	Price ($)
System Total after City of Jacksonville/Motorola P25 Contract Discounts Applied	1,786,841.10[1]
Customer Loyalty Discount for System as Proposed and Contract Execution Prior to April 27, 2012	***(135,091.00)***
Customer Sale Price	1,651,750.10

[1] In addition to City of Jacksonville/ Motorola Contract Discounts, a substantial discount of $488,435.50 was applied to the Equipment List Total. Therefore, above price valid only with Life Cycle Support subscription.

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5.2 Detailed Equipment List

BLOCK	APC	QTY	NOMENCLATURE	DESCRIPTION	UNIT LIST (DUP)	EXT LIST (DUP)	APPLIED	EXT LIST
NMS/ZC	877	0	SQM01SUM0199	MASTER SITE CONFIGURATION	$ -	$-	20%	$-
NMS/ZC	424	1	CA01428AD	ADD: 7.11 ZC/NM HW 24 SITES OR LESS	$ 40,000.00	$40,000.00	20%	$32,000.00
NMS/ZC	424	1	CA01429AD	ADD: 7.11 REDUNDANT HW 24 SITE/LESS	$ 40,000.00	$40,000.00	20%	$32,000.00
NMS/ZC	424	1	CA01770AA	ADD: DUAL COMMON PLATFORM HARDWARE MAX 24 SITES	$ 40,000.00	$40,000.00	20%	$32,000.00
NMS/ZC	424	1	CA01784AA	ADD: STORAGE DEVICE	$ 6,280.00	$6,280.00	20%	$5,024.00
NMS/ZC	877	0	CA01472AA	ADD: WINDOWS SUPPLEMENTAL FULL CONFIG	$ -	$-	20%	$-
NMS/ZC	877	0	QA01205AA	ENH: ASTRO 25 WITH IV&D	$ 50,000.00	$-	20%	$-
NMS/ZC	877	0	CA01209AB	ENH: ASTRO 25 IV&D SITE	$ 25,000.00	$-	20%	$-
NMS/ZC	877	0	CA01223AA	ADD: HIGH AVAILABILITY ZC LICENSE	$ 10,000.00	$-	20%	$-
NMS/ZC	877	0	CA01720AA	ADD: ANTI-VIRUS SERVICE (SERVERS)	$ 1,000.00	$-	20%	$-
NMS/ZC	877	0	CA01723AA	ADD: BASELINE BACK UP	$ 500.00	$-	20%	$-
NMS/ZC	877	0	CA01208AA	ENH: 500 RADIO USER LICENSES	$ 5,000.00	$-	20%	$-
NMS/ZC	877	0	CA01588AA	ADD: ANTI-VIRUS SERVICE	$ 500.00	$-	20%	$-
NMS/ZC	877	0	Z13AG	ENH: UNIFIED NETWORK CONFIGURATOR (UNC)	$ 20,000.00	$-	20%	$-
NMS/ZC	877	0	Z802AF	ENH: USER CONFIGURATION MANAGER (UCM)	$ 5,000.00	$-	20%	$-
NMS/ZC	877	0	CA01224AB	ENH: UNIFIED EVENT MANAGER (UEM)	$ 20,000.00	$-	20%	$-
NMS/ZC	877	0	CA01453AA	ADD: FLEXIBLE AIR TRAFFIC INFORMATION ACCESS	$ 17,000.00	$-	20%	$-
NMS/ZC	772	1	ZA00103AA	ENH: TECHNICAL ASSISTANCE, TEN HOURS	$ 3,000.00	$3,000.00	0%	$3,000.00
NMS/ZC	877	0	D980AU	ADD: CADI SOFTWARE OPTION	$ 45,000.00	$-	20%	$-
NMS/ZC	772	1	ZA00104AA	ENH: TECHNICAL ASSISTANCE, FORTY HRS	$ 12,000.00	$12,000.00	0%	$12,000.00
NMS/ZC	877	0	D52AJ	ENH: ZONEWATCH	$ 20,000.00	$-	20%	$-
NMS/ZC	877	0	DA00148AG	ENH: ZONE HISTORICAL REPORTS	$ 5,000.00	$-	20%	$-
NMS/ZC	877	0	ZA00149AD	ENH: DYNAMIC REPORTS	$ 8,000.00	$-	20%	$-
NMS/ZC	877	0	Z801AM	ENH: RADIO CONTROL MANAGER	$ 15,000.00	$-	20%	$-
NMS/ZC	877	0	ZA00151AG	ENH: AFFILIATION USER REPORTS	$ 7,000.00	$-	20%	$-
NMS/ZC	877	0	CA01238AA	ENH: EMAIL ALARM NOTIFICATIONS	$ 5,000.00	$-	20%	$-
NMS/ZC	382	0	CA01884AA	ADD: MOSCAD NFM AND LICENSES	$ 28,453.00	$-	10%	$-
NMS/ZC	877	2	CA01225AB	ENH: MCC 7500 CONSOLE LICENSES (QTY 5)	$ 5,000.00	$10,000.00	20%	$8,000.00
NMS/ZC	469	1	F4544	SITE MANAGER ADVANCED	$ 3,000.00	$3,000.00	10%	$2,700.00
NMS/ZC	469	1	V266	ADD: 90VAC TO 260VAC PS TO SM	$ 120.00	$120.00	10%	$108.00
NMS/ZC	469	0	VA00220	SDM3000 NETWORK TRANSLATOR ASTRO F/W FOR A7.11	$ 3,850.00	$-	10%	$-
NM_CLIENT	708	1	TT2311	Z400 HIGH TIER WITH WINDOWS 7 (64-BIT) NON-RETURNABLE	$ 5,950.00	$5,950.00	10%	$5,355.00
NM_CLIENT	877	0	T7702	ASTRO 7.11 CLIENT APPLICATION SOFTWARE	$ 700.00	$-	20%	$-
NM_CLIENT	708	1	TT2311	Z400 HIGH TIER WITH WINDOWS 7 (64-BIT) NON-RETURNABLE	$ 5,950.00	$5,950.00	10%	$5,355.00

BLOCK	APC	QTY	NOMENCLATURE	DESCRIPTION	UNIT LIST (DUP)	EXT LIST (DUP)	APPLIED	EXT LIST
NM_CLIENT	877	0	T7702	ASTRO 7.11 CLIENT APPLICATION SOFTWARE	$ 700.00	$-	20%	$-
NM_CLIENT	708	0	DDN9657	CRYSTAL REPORTS 2008 (VISTA COMPATIBLE ;FOR A7.5 & BEYOND)	$ 994.00	$-	10%	$-
NM_NETWORK	147	1	SQM01SUM0205	GGM 8000 GATEWAY	$ 4,200.00	$4,200.00	20%	$3,360.00
NM_NETWORK	147	1	CA01616AA	ADD: AC POWER	$ -	$-	20%	$-
NM_NETWORK	147	1	CLN1836	2610-24 ETHERNET SWITCH	$ 2,250.00	$2,250.00	20%	$1,800.00
NM_NETWORK	147	1	SQM01SUM0205	GGM 8000 GATEWAY	$ 4,200.00	$4,200.00	20%	$3,360.00
NM_NETWORK	147	1	CA01616AA	ADD: AC POWER	$ -	$-	20%	$-
AUTHEN	708	0	TT1969	RSA AUTH. MGMT V. 6.1 WITH 25 CLIENT ACCESS LICENSES	$ 6,669.00	$-	10%	$-
AUTHEN	708	0	TT04523AA	ADD: RSA ACE SERVER MAINTENANCE FOR 25 CLIENT ACCESS LICENSES	$ -	$-	10%	$-
AUTHEN	708	1	DDN8653	RSA 5 YEAR HARD TOKEN (INCLUDES 5 TOKENS)	$ 400.00	$400.00	10%	$360.00
AUTHEN	708	1	TT2022	LX4000T 8 PORT TERMINAL SERVER, NO DIAL-UP MODEM INCLD.	$ 2,700.00	$2,700.00	10%	$2,430.00
OSH	877	0	T7449	WINDOWS SUPPLEMENTAL TRANS CONFIG	$ 50.00	$-	20%	$-
CNI	147	2	CLN1836	2610-24 ETHERNET SWITCH	$ 2,250.00	$4,500.00	20%	$3,600.00
CNI	147	1	ST6000	S6000 MNR MULTI-PROTOCOL ROUTER	$ 15,995.00	$15,995.00	20%	$12,796.00
CNI	147	1	ST6017B	S6000 4 PORT ULTRAWAN II MODULE	$ 3,000.00	$3,000.00	20%	$2,400.00
CNI	147	1	SQM01SUM0205	GGM 8000 GATEWAY	$ 4,200.00	$4,200.00	20%	$3,360.00
CNI	147	1	CA01616AA	ADD: AC POWER	$ -	$-	20%	$-
SRC	147	1	SQM01SUM0189	SRC7500 SWG ROUTING CENTER	$ 1,000.00	$1,000.00	20%	$800.00
SRC	147	1	CA01420AA	ADD: DUAL CORE LAN 1-24 SITES	$ 13,900.00	$13,900.00	20%	$11,120.00
SRC	147	1	CA01345AA	ADD: DUAL GATEWAY ROUTERS STANDARD	$ 31,400.00	$31,400.00	20%	$25,120.00
SRC	147	1	CA01425AA	ADD: RED CORE ROUTER 1-24 SITES CWR	$ 70,000.00	$70,000.00	20%	$56,000.00
RACK	509	2	TRN7343	SEVEN AND A HALF FOOT RACK	$ 495.00	$990.00	20%	$792.00
SOFTWARE	430	0	DVN4046	MASTER SYSTEM KEY STARTER KIT	$ 500.00	$-	0%	$-
SPARES	877	1	DLN6699	SUN NETRA T5220 SERVER WITHOUT SOFTWARE	$ 30,000.00	$30,000.00	20%	$24,000.00
SPARES	147	1	ST5100	MNR ASTRO/SMARTZONE SOFTWARE UPGRADE	$ 500.00	$500.00	20%	$400.00
SPARES	147	1	ST6202	SRC 24 PORT T1/E1EXP II	$ 75,000.00	$75,000.00	20%	$60,000.00
SOFTWARE	509	0	DLN6455R	CONFIGURATION/SERVICE SOFTWARE	$ 25.00	$-	0%	$-
SOFTWARE	708	0	T7398	SYMANTEC AV UPGRADE MEDIA	$ 20.00	$-	10%	$-
SOFTWARE	877	0	T7449	WINDOWS SUPPLEMENTAL TRANS CONFIG	$ 50.00	$-	20%	$-
MOSCAD	382	0	F5567	SDM3000 BUILDER SOFTWARE FOR A7.11	$ 800.00	$-	10%	$-
MOSCAD	469	0	FVN5888	SDM3000 ASTRO F/W FOR A7.11	$ 1,850.00	$-	10%	$-
MOSCAD	382	0	F5567	MOSCAD NFM LEGACY PACKAGE FOR A7.11	$ 800.00	$-	10%	$-
LAN Switch	147	17	CLN1836	2610-24 ETHERNET SWITCH	$ 2,250.00	$38,250.00	20%	$30,600.00
GWS_CLIENT	708	1	TT2311	Z400 HIGH TIER WITH WINDOWS 7 (64-BIT) NON-RETURNABLE	$ 5,950.00	$5,950.00	10%	$5,355.00
GWS_CLIENT	708	0	TT2177	INTOUCH RUNTIME 60K TAG W/O-I/O, V10.1, LIC ONLY	$ 8,700.00	$-	10%	$-

BLOCK	APC	QTY	NOMENCLATURE	DESCRIPTION	UNIT LIST (DUP)	EXT LIST (DUP)	APPLIED	EXT LIST
GWS_CLIENT	708	0	DDN9979	SYMANTEC ENDPOINT PROTECTION V11.0 CORP ED LIC & MEDIA SINGLE COPY	$ 75.00	$-	10%	$-
SPARES	147	1	TYN4003	FRU: GGM 8000 E&M DSP MODULE	$ 1,200.00	$1,200.00	20%	$960.00
CCGW	147	0	ST2513	S2500 ANALOG CONV TO IP IF KIT	$ 800.00	$-	20%	$-
ROUTER	147	1	SQM01SUM0205	GGM 8000 GATEWAY	$ 4,200.00	$4,200.00	20%	$3,360.00
ROUTER	147	1	CA01616AA	ADD: AC POWER	$ -	$-	20%	$-
ROUTER	147	1	SQM01SUM0205	GGM 8000 GATEWAY	$ 4,200.00	$4,200.00	20%	$3,360.00
ROUTER	147	1	CA01616AA	ADD: AC POWER	$ -	$-	20%	$-
ROUTER	147	1	SQM01SUM0205	GGM 8000 GATEWAY	$ 4,200.00	$4,200.00	20%	$3,360.00
ROUTER	147	1	CA01616AA	ADD: AC POWER	$ -	$-	20%	$-
ROUTER	147	1	CA01618AA	ADD: CONV CHAN GATEWAY	$ 2,000.00	$2,000.00	20%	$1,600.00
Test Eq	209	1	SVC03SVC0138	SUBSCRBR DIAG 800 BAND 9600	$ 49,900.00	$49,900.00	0%	$49,900.00
AIS	443	1	B1905	MCC 7500 ASTRO 25 SOFTWARE	$ 250.00	$250.00	20%	$200.00
AIS	443	1	B1933	MOTOROLA VOICE PROCESSOR MODULE	$ 11,920.00	$11,920.00	20%	$9,536.00
AIS	443	1	CA00288AB	ADD: MCC 7500 ARCHIVING INTERFACE SERVER SOFTWARE LICENSE	$ 15,060.00	$15,060.00	20%	$12,048.00
AIS	443	1	CA00147AF	ADD: MCC 7500 SECURE OPERATION	$ 3,250.00	$3,250.00	20%	$2,600.00
AIS	443	1	CA00143AC	ADD: DES-OFB ALGORITHM	$ 750.00	$750.00	20%	$600.00
AIS	443	1	CA00245AA	ADD: ADP ALGORITHM	$ 300.00	$300.00	20%	$240.00
AIS	443	1	CA00140AA	ADD: AC LINE CORD, NORTH AMERICAN	$ -	$-	20%	$-
AIS	708	1	DDN9979	SYMANTEC ENDPOINT PROTECTION V11.0 CORP ED LIC & MEDIA SINGLE COPY	$ 75.00	$75.00	10%	$67.50
AIS	708	1	TT2312	Z400 MID TIER WITH WINDOWS 7 (64-BIT) NON-RETURNABLE	$ 3,000.00	$3,000.00	10%	$2,700.00
LOG_REC	229	1	TT1092	MCC 7500 30 SIMULTANEOUS CALL IP RECORDER	$ 84,000.00	$84,000.00	10%	$75,600.00
LOG_REC	229	1	TT05599AA	ADD: IP LOGGING RECORDER FOR USE ON 7.11 SYSTEMS	$ -	$-	10%	$-
LOG_REC	207	1	DDN9748	19 INCH BLACK SHELF	$ 249.00	$249.00	10%	$224.10
AIS	708	1	DDN9979	SYMANTEC ENDPOINT PROTECTION V11.0 CORP ED LIC & MEDIA SINGLE COPY	$ 75.00	$75.00	10%	$67.50
RACK	509	1	TRN7343	SEVEN AND A HALF FOOT RACK	$ 495.00	$495.00	20%	$396.00
LOG_REC	708	2	TT2313	Z400 LOW TIER WITH WINDOWS 7 (64-BIT) NON-RETURNABLE	$ 2,550.00	$5,100.00	10%	$4,590.00
LOG_REC	041	2	DDN9992	HP LE1901W 19 INCH WIDE LCD MONITOR	$ 250.00	$500.00	10%	$450.00
LOG_REC	877	2	T7449	WINDOWS SUPPLEMENTAL TRANS CONFIG	$ 50.00	$100.00	20%	$80.00
LOG_REC	229	1	DDN9694	ADDL INFORM RECON CONCUR USER LIC	$ 2,642.00	$2,642.00	10%	$2,377.80
LOG_REC	708	2	DDN9979	SYMANTEC ENDPOINT PROTECTION V11.0 CORP ED LIC & MEDIA SINGLE COPY	$ 75.00	$150.00	10%	$135.00
OP_POSIT	443	1	B1905	MCC 7500 ASTRO 25 SOFTWARE	$ 250.00	$250.00	20%	$200.00
OP_POSIT	443	6	B1933	MOTOROLA VOICE PROCESSOR MODULE	$ 11,920.00	$71,520.00	20%	$57,216.00
OP_POSIT	443	6	CA01642AA	ADD: MCC 7500 BASIC CONSOLE FUNCTIONALITY SOFTWARE LICENSE	$ 12,000.00	$72,000.00	20%	$57,600.00
OP_POSIT	443	6	CA01643AA	ADD: MCC 7500 TRUNKING OPERATION LICENSE	$ 5,000.00	$30,000.00	20%	$24,000.00
OP_POSIT	443	6	CA00147AF	ADD: MCC 7500 SECURE OPERATION	$ 3,250.00	$19,500.00	20%	$15,600.00

BLOCK	APC	QTY	NOMENCLATURE	DESCRIPTION	UNIT LIST (DUP)	EXT LIST (DUP)	APPLIED	EXT LIST
OP_POSIT	443	6	CA00143AC	ADD: DES-OFB ALGORITHM	$ 750.00	$4,500.00	20%	$3,600.00
OP_POSIT	443	6	CA00245AA	ADD: ADP ALGORITHM	$ 300.00	$1,800.00	20%	$1,440.00
OP_POSIT	443	6	CA00140AA	ADD: AC LINE CORD, NORTH AMERICAN	$ -	$-	20%	$-
OP_POSIT	443	6	CA00635AN	ENH: MCC 7500 PROMOTION - CENTRACOM TRADE-IN	$ (5,000.00)	$(30,000.00)	0%	$(30,000.00)
OP_POSIT	708	6	TT2312	Z400 MID TIER WITH WINDOWS 7 (64-BIT) NON-RETURNABLE	$ 3,000.00	$18,000.00	10%	$16,200.00
OP_POSIT	877	6	T7449	WINDOWS SUPPLEMENTAL TRANS CONFIG	$ 50.00	$300.00	20%	$240.00
OP_POSIT	443	12	B1912	MCC SERIES DESKTOP SPEAKER	$ 450.00	$5,400.00	20%	$4,320.00
OP_POSIT	443	6	B1914	MCC SERIES DESKTOP GOOSENECK MICROPHONE	$ 250.00	$1,500.00	20%	$1,200.00
OP_POSIT	443	12	B1913	MCC SERIES HEADSET JACK	$ 200.00	$2,400.00	20%	$1,920.00
OP_POSIT	708	6	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH FOR USE WITH MOTOROLA MCC 7500 DISP	$ 273.00	$1,638.00	10%	$1,474.20
OP_POSIT	708	6	DDN9979	SYMANTEC ENDPOINT PROTECTION V11.0 CORP ED LIC & MEDIA SINGLE COPY	$ 75.00	$450.00	10%	$405.00
OP_POSIT	229	6	DDN9617	SW BASED DUAL IRR USB HASP WITH LICENSE FOR XP / VISTA	$ 2,648.00	$15,888.00	10%	$14,299.20
OP_POSIT	708	6	DDN6493	SOUND CARD AUDIGY SE	$ 159.00	$954.00	10%	$858.60
OP_POSIT	708	6	CDN6673	CREATIVE LABS INSPIRE A60	$ 46.00	$276.00	10%	$248.40
SWITCH	147	2	CLN1836	2610-24 ETHERNET SWITCH	$ 2,250.00	$4,500.00	20%	$3,600.00
ROUTER	147	1	SQM01SUM0205	GGM 8000 GATEWAY	$ 4,200.00	$4,200.00	20%	$3,360.00
ROUTER	147	1	CA01616AA	ADD: AC POWER	$ -	$-	20%	$-
AUX_IO	469	1	F4543	SITE MANAGER BASIC	$ 1,855.00	$1,855.00	10%	$1,669.50
AUX_IO	469	1	VA00222	SDM3000 MCC7500 AUX IO F/W FOR A7.11	$ 175.00	$175.00	10%	$157.50
AUX_IO	469	1	V266	ADD: 90VAC TO 260VAC PS TO SM	$ 120.00	$120.00	10%	$108.00
AUX_IO	469	3	V592	AAD TERM BLCK & CONN WI	$ 90.00	$270.00	10%	$243.00
GCP8000	112	1	T7038	GCP 8000 SITE CONTROLLER	$ 3,000.00	$3,000.00	20%	$2,400.00
GCP8000	112	1	CA00303AA	ADD: QTY (1) SITE CONTROLLER	$ 5,000.00	$5,000.00	20%	$4,000.00
GCP8000	112	1	X153AW	ADD: RACK MOUNT HARDWARE	$ 50.00	$50.00	20%	$40.00
GCP8000	595	1	CA01136AA	ADD: MCC 7500 CONVEN SITE OPER	$ 4,000.00	$4,000.00	20%	$3,200.00
CCGW	147	5	SQM01SUM0205	GGM 8000 GATEWAY	$ 4,200.00	$21,000.00	20%	$16,800.00
CCGW	147	5	CA01616AA	ADD: AC POWER	$ -	$-	20%	$-
CCGW	147	5	CA01618AA	ADD: CONV CHAN GATEWAY	$ 2,000.00	$10,000.00	20%	$8,000.00
SPARES	708	1	TT2312	Z400 MID TIER WITH WINDOWS 7 (64-BIT) NON-RETURNABLE	$ 3,000.00	$3,000.00	10%	$2,700.00
SPARES	147	1	CLN1836	2610-24 ETHERNET SWITCH	$ 2,250.00	$2,250.00	20%	$1,800.00
OP_POSIT	443	1	B1905	MCC 7500 ASTRO 25 SOFTWARE	$ 250.00	$250.00	20%	$200.00
OP_POSIT	443	2	B1933	MOTOROLA VOICE PROCESSOR MODULE	$ 11,920.00	$23,840.00	20%	$19,072.00
OP_POSIT	443	2	CA01642AA	ADD: MCC 7500 BASIC CONSOLE FUNCTIONALITY SOFTWARE LICENSE	$ 12,000.00	$24,000.00	20%	$19,200.00
OP_POSIT	443	2	CA01643AA	ADD: MCC 7500 TRUNKING OPERATION LICENSE	$ 5,000.00	$10,000.00	20%	$8,000.00
OP_POSIT	443	2	CA00147AF	ADD: MCC 7500 SECURE OPERATION	$ 3,250.00	$6,500.00	20%	$5,200.00
OP_POSIT	443	2	CA00143AC	ADD: DES-OFB ALGORITHM	$ 750.00	$1,500.00	20%	$1,200.00

BLOCK	APC	QTY	NOMENCLATURE	DESCRIPTION	UNIT LIST (DUP)	EXT LIST (DUP)	APPLIED	EXT LIST
OP_POSIT	443	2	CA00245AA	ADD: ADP ALGORITHM	$ 300.00	$600.00	20%	$480.00
OP_POSIT	443	2	CA00140AA	ADD: AC LINE CORD, NORTH AMERICAN	$ -	$-	20%	$-
OP_POSIT	443	2	CA00635AN	ENH: MCC 7500 PROMOTION - CENTRACOM TRADE-IN	$ (5,000.00)	$(10,000.00)	0%	$(10,000.00)
OP_POSIT	708	2	TT2312	Z400 MID TIER WITH WINDOWS 7 (64-BIT) NON-RETURNABLE	$ 3,000.00	$6,000.00	10%	$5,400.00
OP_POSIT	877	2	T7449	WINDOWS SUPPLEMENTAL TRANS CONFIG	$ 50.00	$100.00	20%	$80.00
SURGE	207	0	DSSL120	SPD, TYPE 3, 120VAC, 15A PLUG-IN WITH 15A SIMPLEX OUTLET	$ 180.00	$-	10%	$-
OP_POSIT	443	4	B1912	MCC SERIES DESKTOP SPEAKER	$ 450.00	$1,800.00	20%	$1,440.00
OP_POSIT	443	2	B1914	MCC SERIES DESKTOP GOOSENECK MICROPHONE	$ 250.00	$500.00	20%	$400.00
OP_POSIT	443	4	B1913	MCC SERIES HEADSET JACK	$ 200.00	$800.00	20%	$640.00
OP_POSIT	708	2	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH FOR USE WITH MOTOROLA MCC 7500 DISP	$ 273.00	$546.00	10%	$491.40
OP_POSIT	708	2	DDN9979	SYMANTEC ENDPOINT PROTECTION V11.0 CORP ED LIC & MEDIA SINGLE COPY	$ 75.00	$150.00	10%	$135.00
OP_POSIT	229	2	DDN9617	SW BASED DUAL IRR USB HASP WITH LICENSE FOR XP / VISTA	$ 2,648.00	$5,296.00	10%	$4,766.40
OP_POSIT	708	2	DDN6493	SOUND CARD AUDIGY SE	$ 159.00	$318.00	10%	$286.20
OP_POSIT	708	2	CDN6673	CREATIVE LABS INSPIRE A60	$ 46.00	$92.00	10%	$82.80
SWITCH	147	2	CLN1836	2610-24 ETHERNET SWITCH	$ 2,250.00	$4,500.00	20%	$3,600.00
ROUTER	147	1	SQM01SUM0205	GGM 8000 GATEWAY	$ 4,200.00	$4,200.00	20%	$3,360.00
ROUTER	147	1	CA01616AA	ADD: AC POWER	$ -	$-	20%	$-
ROUTER	147	1	CA01618AA	ADD: CONV CHAN GATEWAY	$ 2,000.00	$2,000.00	20%	$1,600.00
AUX_IO	469	1	F4543	SITE MANAGER BASIC	$ 1,855.00	$1,855.00	10%	$1,669.50
AUX_IO	469	1	VA00222	SDM3000 MCC7500 AUX IO F/W FOR A7.11	$ 175.00	$175.00	10%	$157.50
AUX_IO	469	1	V266	ADD: 90VAC TO 260VAC PS TO SM	$ 120.00	$120.00	10%	$108.00
AUX_IO	469	3	V592	AAD TERM BLCK & CONN WI	$ 90.00	$270.00	10%	$243.00
GCP8000	112	1	T7038	GCP 8000 SITE CONTROLLER	$ 3,000.00	$3,000.00	20%	$2,400.00
GCP8000	112	1	CA00303AA	ADD: QTY (1) SITE CONTROLLER	$ 5,000.00	$5,000.00	20%	$4,000.00
GCP8000	112	1	X153AW	ADD: RACK MOUNT HARDWARE	$ 50.00	$50.00	20%	$40.00
GCP8000	595	1	CA01136AA	ADD: MCC 7500 CONVEN SITE OPER	$ 4,000.00	$4,000.00	20%	$3,200.00
CCGW	147	1	SQM01SUM0205	GGM 8000 GATEWAY	$ 4,200.00	$4,200.00	20%	$3,360.00
CCGW	147	1	CA01616AA	ADD: AC POWER	$ -	$-	20%	$-
CCGW	147	1	CA01618AA	ADD: CONV CHAN GATEWAY	$ 2,000.00	$2,000.00	20%	$1,600.00
RACK	509	1	TRN7343	SEVEN AND A HALF FOOT RACK	$ 495.00	$495.00	20%	$396.00
GCM8000	112	1	T7321	GCM 8000 COMPARATOR	$ 3,000.00	$3,000.00	20%	$2,400.00
GCM8000	112	2	CA01183AA	ADD: GCM 8000 COMPARATOR	$ 5,000.00	$10,000.00	20%	$8,000.00
GCM8000	595	2	CA01185AA	ADD: IP BASED MULTISITE OPERATION	$ 9,000.00	$18,000.00	20%	$14,400.00
GCM8000	112	1	X153AW	ADD: RACK MOUNT HARDWARE	$ 50.00	$50.00	20%	$40.00
GCM8000	112	1	T7321	GCM 8000 COMPARATOR	$ 3,000.00	$3,000.00	20%	$2,400.00
GCM8000	112	2	CA01183AA	ADD: GCM 8000 COMPARATOR	$ 5,000.00	$10,000.00	20%	$8,000.00

BLOCK	APC	QTY	NOMENCLATURE	DESCRIPTION	UNIT LIST (DUP)	EXT LIST (DUP)	APPLIED	EXT LIST
GCM8000	595	2	CA01185AA	ADD: IP BASED MULTISITE OPERATION	$ 9,000.00	$18,000.00	20%	$14,400.00
GCM8000	112	1	X153AW	ADD: RACK MOUNT HARDWARE	$ 50.00	$50.00	20%	$40.00
GCM8000	112	1	T7321	GCM 8000 COMPARATOR	$ 3,000.00	$3,000.00	20%	$2,400.00
GCM8000	112	1	CA01183AA	ADD: GCM 8000 COMPARATOR	$ 5,000.00	$5,000.00	20%	$4,000.00
GCM8000	595	1	CA01185AA	ADD: IP BASED MULTISITE OPERATION	$ 9,000.00	$9,000.00	20%	$7,200.00
GCM8000	112	1	X153AW	ADD: RACK MOUNT HARDWARE	$ 50.00	$50.00	20%	$40.00
GTR8000	112	1	T7140	G-SERIES SOFTWARE UPGRADE	$ -	$-	20%	$-
GTR8000	595	25	CA01195AA	ADD: IP BASED MULTISITE BASE RADIO SOFTWARE UPGRADE	$ 5,300.00	$132,500.00	20%	$106,000.00
GCP8000	112	1	T7140	G-SERIES SOFTWARE UPGRADE	$ -	$-	20%	$-
GCP8000	595	2	CA01196AA	ADD: IP BASED MULTISITE SITE CONTROLLER SOFTWARE UPGRADE	$ 20,650.00	$41,300.00	20%	$33,040.00
								$ 1,063,714.10
							SMA	287,200.00
							Subtotal	1,350,914.10
							Total Services	435,927.00
							Subtotal	1,786,841.10
							System Discount order by April 27, 2012	(135,091.00)
							System Total	1,651,750.10

Section 6. Service Statements of Work

County Request: SOW documents for all maintenance and software services offered

Motorola has provided sample Statements of Work on the following pages.

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Statement of Work
ASTRO® 25 Network & Security Monitoring, Pre-Tested Software Subscription, OnSite Infrastructure Response and Dispatch Service

Overview: Network & Security Monitoring is a bundled service offering that provides Network Monitoring, Security Monitoring, Pre-Tested Software Subscription (PTSS), Dispatch and OnSite Infrastructure Response services to the Customer. This service is applicable only for the following system types: ASTRO 25 current shipping System Release and three prior System Releases.

Definitions

Terms that are capitalized but not defined in this Statement of Work shall have the definition given to such terms in the Service Terms and Conditions, the Communications System Agreement or other applicable agreement. The following terms have the following meanings:

- Non-Motorola Software: Software whose copyright is owned by a party other than Motorola or its affiliated company, including but not limited to the anti-virus definitions, operating system software patches and signature files that will be pre-tested pursuant to this Statement of Work.
- Supported System Release: Pre-Tested Software Subscription supports the current ASTRO 25 6.X and 7.X System Releases and 3 previous System Releases.

1.0 Description of Services

ASTRO 25 Network & Security Monitoring includes the monitoring of radio system infrastructure as well as monitoring and managing the Motorola security equipment present on the Customer's System. Monitoring security equipment requires Customer to purchase a Core Security Management Server with Customer's System. Motorola will monitor Elements of a System for Events, as set forth in the Monitored Elements Table below.

When the Motorola System Support Center (SSC) detects an Event, trained technologists will acknowledge the Event, run remote diagnostic routines, and initiate an appropriate Response. Appropriate responses could include, but are not limited to, continuing to monitor the Event for further development, attempting remote Restoral, or transferring the Event by opening a Case for dispatch of a Servicer. If dispatched, the Servicer will respond at the Customer location based on pre-defined Severity Levels set forth in the Severity Definitions Table and Response times set forth in the On-Site Response Time Table in order to Restore the System.

Pre-Tested Software Subscription provides the latest anti-virus definitions, intrusion detection sensor (IDS) signature updates (ONLY for IDS supplied to Customer by Motorola), Microsoft and Solaris operating system security patches that have been pre-tested on a Motorola test system to verify compatibility with the ASTRO 25 System.

Motorola will proactively manage the security Elements present on the System as needed to mitigate the risk of vulnerability such as a virus, worm or other intrusive attack on the System. This may include periodically deploying the latest release of pre-tested anti-virus definitions to the anti-virus management server and updating the intrusion detection sensor signature files on the network barrier (ONLY for IDS supplied to Customer by Motorola and if present on the System) as determined by Motorola. Motorola will also modify intrusion sensor settings and update firewall settings as determined by Motorola and will notify Customer of such modifications.

Motorola will provide Case Management as set forth herein. The SSC maintains contact with the on-site Servicer until System Restoral occurs and Case is closed. The SSC will Continuously track and manage Case activity from open to close through an automated Case tracking process. This Case management allows Motorola to provide activity and performance reports as well as ensures timely resolution of issues.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Terms and Conditions or other applicable Agreement(s) to which it is attached and made a part thereof by this reference.

2.0 Motorola has the following responsibilities:

2.1. Provide dedicated Connectivity through a private network connection necessary for monitoring ASTRO 25 System. The Connectivity Matrix set forth below further describes the Connectivity options.
2.2. If determined necessary by Motorola, provide Motorola owned equipment for monitoring ASTRO 25 System elements. If Motorola installs or replaces Motorola owned equipment, the type of equipment and location installed is listed in the Motorola Owned & Supplied Equipment Table.
2.3. Verify Connectivity and Event monitoring prior to System Acceptance or Start Date.
2.4. Coordinate with Customer to maintain Motorola service authentication credentials.
2.5. Continuously receive service requests.
2.6. Perform Continuous monitoring of System Elements as set forth in the Monitored Elements Table.
2.7. Interpret System Events and determine appropriate Response. An appropriate Response could include the following actions: notify customer of activity, continue monitoring the Event for further development, review System log files or transfer the Event information via a Case for dispatch of a Servicer.
2.8. Respond in accordance to pre-defined Response times upon receipt from Customer of Customer managed passwords required for proper access to the Customer's System.
2.9. Remotely access the Customer's System to perform remote diagnostics as permitted by Customer pursuant to section 3.1.
2.10. Attempt remote Restoral, as appropriate. Some System functions may be disrupted as necessary to maintain System integrity until further validation of the Event occurs. This may include shutting down applications, applying security tools, resetting box, or instructing Servicer to reload applications and operating system software as necessary.
2.11. Create a Case as necessary when service requests are received. Gather information to perform the following:
    2.11.1. Characterize the issue
    2.11.2. Determine a plan of action
    2.11.3. Assign and track the Case to resolution.
2.12. Dispatch a Servicer, as required, by Motorola standard procedures and provide necessary Case information collected in section 2.11.
2.13. Ensure the required personnel have access to Customer information as needed.
2.14. Disable and enable System devices, as necessary, for Servicers.
2.15. Servicer will perform the following on-site:
    2.15.1. Run diagnostics on the Infrastructure or FRU.
    2.15.2. Replace defective Infrastructure or FRU, as applicable. Customer, Servicer or Motorola may provide Infrastructure or FRU.
    2.15.3. Provide materials, tools, documentation, physical planning manuals, diagnostic/test equipment and any Security requirements necessary to perform the Maintenance service.
    2.15.4. If a third party Vendor is needed to Restore the System, the Servicer may accompany that Vendor onto the Customer's premises.
2.16. Verify with Customer that Restoration is complete or System is functional, if required by Customer's repair Verification preference described in the Customer Support Plan required by section 3.6. If Verification by Customer cannot be completed within 20 minutes of Restoration, the Case will be closed and the Servicer will be released.
2.17. Escalate the Case to the appropriate party upon expiration of a Response time.
2.18. Close the Case upon receiving notification from Customer or Servicer, indicating the Case is resolved.
2.19. Notify Customer of Case Status, as described in the Customer Support Plan by section 3.6 at the following Case levels:
    2.19.1. Open and closed; or
    2.19.2. Open, assigned to the Servicer, arrival of the Servicer on site, deferred or delayed, closed.
2.20. Obtain anti-virus definitions for the Microsoft Windows platform, intrusion detection sensor (IDS) signatures for Motorola supplied IDS, Microsoft and Solaris operating system security patches/updates, as available, from Motorola selected commercial suppliers.

2.21. Evaluate anti-virus definitions classified as Category 4 (Severe, difficult to contain) and Category 5 (Very Severe, very difficult to contain) by Motorola selected commercial supplier to determine if a high-priority release is required. Motorola in its discretion will determine the urgency of the update based on the impact to the System.

2.22. Test anti-virus definitions, intrusion detection sensor signatures for Motorola supplied IDS, Microsoft and Solaris operating system security patches/updates by deploying them on a dedicated test System with the standard supported configurations, which include Motorola's then current approved cohabitated applications for current System Release and three previous System Releases.

2.23. Confirm that tested anti-virus definitions, intrusion detection sensor signatures for Motorola supplied IDS, and operating system security patches/updates do not degrade or compromise System functionality on dedicated test System within the standard supported configurations.

2.24. Address issues identified during testing to support functionality under the procedures specified in 2.22 above by working with Motorola selected commercial supplier or Motorola product development engineering team.

2.25. Deploy pre-tested updates weekly to anti-virus management server and intrusion detection sensor for Motorola supplied IDS (if present on the System) upon successful completion of the weekly test cycle to be completed one week after release by commercial supplier unless an issue is detected or as determined necessary by Motorola. High-priority anti-virus definition releases identified in 2.21 will be made available within 24 hours of commercial supplier release or at Motorola's discretion.

2.26. Notify Customer when anti-virus definition updates and intrusion detection sensor signatures have been deployed on Customer system.

2.27. Release and notify Customer when Microsoft and Solaris operating system security patches/updates are certified and available with instructions for obtaining patch for Customer deployment on the Customer system. Microsoft operating system security updates will be released monthly as available from Motorola selected commercial supplier upon successful completion of monthly test cycle. Solaris operating system security patches will be released quarterly upon successful completion of quarterly test cycle or at Motorola's discretion.

2.28. Maintain annual Customer licenses for anti-virus definitions and intrusion detection sensor signatures for IDS supplied to Customer by Motorola with Motorola selected commercial supplier.

2.29. Provide the following reports, as applicable:

- 2.29.1. Case activity reports to Customer.
- 2.29.2. Network Security Monitoring Service reports for Customer System(s).
- 2.29.3. Network Activity/Availability Reports

2.30. Apply additional support charges above and beyond the contracted service agreements that may apply if it is determined that System faults were caused by the Customer making changes to critical System parameters.

3.0 Customer has the following responsibilities:

3.1. Allow Motorola Continuous remote access to obtain System availability, performance and configuration data.

3.2. Allow Motorola to access System if firewall has been installed; provide permanent/dedicated access for SNMP traps (outbound) and ZDS polling (inbound).

3.3. Provide continuous utility service to any Motorola equipment installed or utilized at Customer's premises to support delivery of the Service.

3.4. Maintain and manage any equipment outside of the System.

3.5. Deploy pre-tested operating system software patches on the System.

3.6. Provide Motorola with pre-defined Customer information and preferences prior to Start Date necessary to complete Customer Support Plan.

- 3.6.1. Provide 7/24 security contact and escalation list
- 3.6.2. Case notification preferences and procedures
- 3.6.3. Repair Verification preference and procedure
- 3.6.4. Database and escalation procedure forms.
- 3.6.5. Submit changes in any information supplied in the Customer Support Plan to the Customer Support Manager.

3.7. Provide the following information when initiating a service request:
  3.7.1. Assigned System ID number
  3.7.2. Problem description and site location
  3.7.3. Other pertinent information for Motorola to open a Case.
3.8. Provide all Customer managed passwords required to access the Customer's System to Motorola upon request or when opening a Case to request service support or enable Response to a technical issue.
3.9. Notify the SSC when Customer performs any activity that impacts the System. (Activity that impacts the System may include, installing software or hardware upgrades, performing upgrades to the network, or taking down part of the System to perform maintenance.)
3.10. As necessary, upgrade System to Supported System Release as specified in paragraph 2.22.
3.11. Allow Servicers access to Equipment (including any Connectivity or monitoring equipment) if remote service is not possible.
3.12. Allow Servicers access to remove Motorola owned server upon cancellation of service as set forth in paragraph 2.2.
3.13. Supply Infrastructure or FRU, as applicable, in order for Motorola to Restore the System as set forth in paragraph 2.15.2.
3.14. Maintain and store in an easily accessible location System backups and any/all Software needed to Restore the System.
3.15. Verify with the SSC that Restoration is complete or System is functional, if required by the Repair Verification Preference provided by Customer in accordance with section 3.6.3.
3.16. Comply with the terms of the applicable license agreements between Customer and the Non-Motorola Software copyright owners.
3.17. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the services described in this SOW.

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. 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.

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 tested Software updates, 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. 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." 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 PRE-TESTED ANTI-VIRUS DEFINITIONS, 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.

Severity Definitions Table

Severity Level	Problem Types
Severity 1	▪ Response is provided Continuously ▪ Major System failure ▪ 33% of System down ▪ 33% of Site channels down ▪ Site Environment alarms (smoke, access, temp, AC power) as determined by SSC. ▪ This level is meant to represent a major issue that results in an unusable system, sub-system, Product, or critical features from the Customer's perspective. No Work-around or immediate solution is available.
Severity 2	▪ Response during Standard Business Day ▪ Significant System Impairment not to exceed 33% of system down ▪ System problems presently being monitored ▪ This level is meant to represent a moderate issue that limits a Customer's normal use of the system, sub-system, product, or major non-critical features from a Customer's perspective
Severity 3	▪ Response during Standard Business Day ▪ Intermittent system issues ▪ Information questions ▪ Upgrades/Preventative maintenance ▪ This level is meant to represent a minor issue that does not preclude use of the system, sub-system, product, or critical features from a Customer's perspective. It may also represent a cosmetic issue, including documentation errors, general usage questions, recommendations for product enhancements or modifications, and scheduled events such as preventative maintenance or product/system upgrades.

On-Site Response Time Table (Customer's Response Time Classification is designated in the Service Agreement).

Severity Level	Standard Response Time	Premier Response Time	Limited Response Time	Restoral	Off Deferral
Severity 1	Within 4 hours from receipt of Notification Continuously	Within 2 hours from receipt of Notification Continuously	Within 4 hours from receipt of Notification Standard Business Day	8 hours	Time provided by Servicer *
Severity 2	Within 4 hours from receipt of Notification Standard Business Day	Within 4 hours from receipt of Notification Standard Business Day	Within 4 hours from receipt of Notification Standard Business Day	8 hours	Time provided by Servicer *
Severity 3	Within 24 hours from receipt of Notification Standard Business Day	Within 24 hours from receipt of Notification Standard Business Day	Within 24 hours from receipt of Notification Standard Business Day	48 hours	Time provided by Servicer *

- Please note these are Standard Commitment times. The commitment times should be based on the Customers Support Plan.
- Provide update **before** the specific contractual commitments come due.

* Note: Provide update to System Support Center **before** Deferral time comes due.

Connectivity Matrix

Private Network Connection IP VPN (All Customers)	**Public Internet Connection IP VPN (Option Available only to Customers outside of the US)**
Standard solution for real-time Connectivity	Non-standard solution for real-time Connectivity
Dedicated bandwidth configuration provided to monitor Customers	No dedicated bandwidth provided to monitor Customers
Protected from unauthorized intrusion	Low risk of unauthorized intrusion
Encryption Available	Encryption Available
Connectivity available through Motorola	Customer provides Connectivity to the internet via an internet service provider selected by Customer

Motorola Owned & Supplied Equipment Table

Equipment Type	**Location Installed**
Firewall/Router	Master Site
System Support Server	Master Site for each Zone

Monitored Elements Table
(Listed by Technology)

System Type	Equipment
ASTRO 25 (release 7.x)	Packet Routing Network; Zone Controllers; Database Server; FullVision Server; Zone Statistical Server; Air Traffic Router; System Statistics Server; User Configuration Server; Packet Data Gateway Server; PBX; Interconnect Server; Motorola Gold Elite Gateway (MGEG); AEB; CEB; Conventional Channel Gateway (CCGW); Simulcast RF Site (Site Controllers, Comparators, Stations); Intelli Repeater RF Site (Stations); Intelli Site Repeater RF Site (Site Controllers, Stations); Core, Exit, Gateway, Peripheral, Border, and Site routers, HP Switches master, prime, console and repeater sites switches, GGSN; CWR MOSCAD Overlay (TenSr, Station, Channel Banks, TRAK GPS, Site Power, Microwave) **DOES NOT INCLUDE MONITORING OF ANY MOSCAD ALARM POINTS THAT DO NOT DIRECTLY IMPACT THE PERFORMANCE OF THE RADIO NETWORK. DOES NOT INCLUDE MONITORING OF ANYTHING OUTSIDE OF THE RADIO NETWORK UNLESS SPECIFICALLY STATED**
ASTRO 25 (release 6.3 – 6.9)	Nortel; Packet Routing Network; Zone Controllers; Database Server; FullVision Server; Zone Statistical Server; Air Traffic Router; System Statistics Server; User Configuration Server; Packet Data Gateway Server; PBX; Interconnect Server; Motorola Gold Elite Gateway (MGEG); AEB; CEB; ARCADACS Cross Connect Switch; Simulcast RF Site (Site Controllers, Comparators, Stations); Intelli Repeater RF Site (Stations);Intelli Site Repeater RF Site (Site Controllers, Stations); MOSCAD Overlay (TenSr, Station, Channel Banks, TRAK GPS, Site Power, Microwave) **DOES NOT INCLUDE MONITORING OF ANY MOSCAD ALARM POINTS THAT DO NOT DIRECTLY IMPACT THE PERFORMANCE OF THE RADIO NETWORK. DOES NOT INCLUDE MONITORING OF ANYTHING OUTSIDE OF THE RADIO NETWORK UNLESS SPECIFICALLY STATED.**
Security Elements (Monitoring and managing Security Elements is dependent on Customer purchasing Core Security Management Server as Equipment with the Customer System)	Core Security Management Server; Firewall; Intrusion Detection Sensors; Anti-virus Management application; Authentication Management application; Centralized Logging Server

MOTOROLA

Statement of Work

Infrastructure Repair with Advanced Replacement

1.0 Description of Services

Infrastructure Repair with Advanced Replacement is a repair service for Motorola and select third party Infrastructure as set forth in the applicable attached Exhibit(s), all of which are hereby incorporated into this Statement of Work (SOW) by this reference. Infrastructure may be repaired down to the Component level, as applicable, at the Motorola Infrastructure Depot Operations (IDO). At Motorola's discretion, select third party Infrastructure may be sent to the original equipment manufacturer or third party vendor for repair. If Infrastructure is no longer supported by the original equipment manufacturer or third party vendor, Motorola may replace Infrastructure with similar Infrastructure, when possible.

When available, Motorola will provide Customer with an Advanced Replacement unit(s) or FRU(s) in exchange for Customer's malfunctioning FRU(s). Non-standard configurations, Customer-modified Infrastructure and certain third party Infrastructure are excluded from Advanced Replacement service. Malfunctioning FRU (s) will be evaluated and repaired by IDO and returned to IDO FRU inventory upon completion of repair.

The terms and conditions of this SOW are an integral part of Motorola's Service Terms and Conditions or other applicable agreement to which it is attached and made a part thereof by this reference.

2.0 Motorola has the following responsibilities:

2.1. Use commercially reasonable efforts to maintain an inventory of FRU.

2.2. Provide new or reconditioned units as FRU to Customer or Servicer, upon request and subject to availability. The FRU will be of similar kit and version, and will contain like boards and chips, as the Customer's malfunctioning Infrastructure.

2.3. Program FRU to original operating parameters based on templates provided by Customer as required in Section 3.5. If Customer template is not provided or is not reasonably usable, a standard default template will be used.

2.4. Properly package and ship Advanced Replacement FRU from IDO or select third party FRU inventory to Customer specified address.

2.4.1. During normal operating hours of Monday through Friday 7:00am to 7:00pm CST, excluding holidays, FRU will be sent next day air via Federal Express Priority Overnight or UPS Red, unless otherwise requested. Select third party FRU may ship second day air via Federal Express Priority Overnight or UPS red as noted in the attached exhibit(s). Motorola will pay for such shipping, unless Customer requests shipments outside of the above mentioned standard business hours and/or carrier programs, such as NFO (next flight out). In such cases, Customer will be subject to shipping and handling charges.

2.4.2. When sending the Advanced Replacement FRU to Customer, provide a return air bill in order for Customer to return the Customer's malfunctioning FRU. The Customer's malfunctioning FRU will become property of IDO or select third party and the Customer will own the Advanced Replacement FRU.

2.4.3. When sending a Loaner FRU to Customer, IDO will not provide a return air bill for the malfunctioning Infrastructure. The Customer is responsible to arrange and pay for shipping the malfunctioning Infrastructure to IDO. IDO will repair and return the Customer's Infrastructure and will provide a return air bill for the customer to return IDO's Loaner FRU.

2.5. Provide repair return authorization number upon Customer request for Infrastructure that is not classified as an Advanced Replacement or Loaner FRU.

2.6. Receive malfunctioning Infrastructure from Customer and document its arrival, repair and return.

2.7. Perform the following service on Motorola Infrastructure:

2.7.1. Perform an operational check on the Infrastructure to determine the nature of the problem.

2.7.2. Replace malfunctioning FRU or Components.
2.7.3. Verify that Motorola Infrastructure is returned to Motorola manufactured specifications, as applicable
2.7.4. Perform a Box Unit Test on all serviced Infrastructure.
2.7.5. Perform a System Test on select Infrastructure.

2.8. Provide the following service on select third party Infrastructure:
2.8.1. Perform pre-diagnostic and repair services to confirm Infrastructure malfunction and eliminate sending Infrastructure with no trouble found (NTF) to third party vendor for repair, when applicable.
2.8.2. Ship malfunctioning Infrastructure to the original equipment manufacturer or third party vendor for repair service, when applicable.
2.8.3. Track Infrastructure sent to the original equipment manufacturer or third party vendor for service.
2.8.4. Perform a post-test after repair by Motorola, original equipment manufacturer, or third party vendor to confirm malfunctioning Infrastructure has been repaired and functions properly in a Motorola System configuration, when applicable.

2.9. Re-program repaired Infrastructure to original operating parameters based on templates provided by Customer as required by Section 3.5. If Customer template is not provided or is not reasonably usable, a standard default template will be used. If IDO determines that the malfunctioning Infrastructure is due to a Software defect, IDO reserves the right to reload Infrastructure with a similar Software version. Enhancement Release(s), if needed, are subject to additional charges to be paid by Customer unless the Customer has a Motorola Software Subscription agreement.

2.10. Properly package repaired Infrastructure unless Customer's malfunctioning FRU was exchanged with an IDO FRU. Motorola will return Customer's FRU(s) to IDO's FRU inventory, upon completion of repair.

2.11. Ship repaired Infrastructure to the Customer specified address during normal operating hours set forth in 2.4.1. FRU will be sent two-day air unless otherwise requested. Motorola will pay for such shipping, unless Customer requests shipments outside of the above mentioned standard business hours and/or carrier programs, such as NFO (next flight out). In such cases, Customer will be subject to shipping and handling charges.

3.0 Customer has the following responsibilities:

3.1. Contact or instruct Servicer to contact the Motorola System Support Center (SSC) and request an Advanced Replacement, or Loaner FRU and a return authorization number (necessary for all non-Advanced Replacement repairs) prior to shipping malfunctioning Infrastructure or third party Infrastructure named in the applicable attached Exhibit.
3.1.1. Provide model description, model number, serial number, type of System and Firmware version, symptom of problem and address of site location for FRU or Infrastructure.
3.1.2. Indicate if Infrastructure or third party Infrastructure being sent in for service was subjected to physical damage or lightning damage.
3.1.3. Follow Motorola instructions regarding inclusion or removal of Firmware and Software applications from Infrastructure being sent in for service.
3.1.4. Provide Customer purchase order number to secure payment for any costs described herein.

3.2 Pay for shipping of Advanced Replacement or Loaner FRU from IDO if Customer requested shipping outside of standard business hours or carrier programs set forth in section 2.4.1.

3.3 Within five (5) days of receipt of the Advanced Replacement FRU from IDO's FRU inventory, properly package Customer's malfunctioning Infrastructure and ship the malfunctioning Infrastructure to IDO for evaluation and repair as set forth in 2.7. Customer must send the return air bill, referenced in 2.4.2 above back to IDO in order to ensure proper tracking of the returned Infrastructure. Customer will be subject to a replacement fee for malfunctioning Infrastructure not properly returned. For Infrastructure and/or third party Infrastructure repairs that are not exchanged in advance, properly package Infrastructure and ship the malfunctioning FRU, at Customer's expense and risk of loss to Motorola. Customer is responsible for properly packaging the Customer malfunctioning Infrastructure FRU to ensure that the shipped Infrastructure arrives un-damaged and in repairable condition. Clearly print the return authorization number on the outside of the packaging.

3.4 If received, Customer must properly package and ship Loaner FRU back to IDO within five (5) days of receipt of Customer's repaired FRU.
3.5 Maintain templates of Software/applications and Firmware for reloading of Infrastructure as set forth in paragraph 2.3 and 2.9.
3.6 For Digital In-Car Video Infrastructure, remove video from equipment prior to sending Infrastructure in for repair. Video retrieval is a separate service and is not included as part of this SOW. Additional services and fee applies.
3.7 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Infrastructure Repair with Advanced Replacement services to Customer.

4.0 In addition to any exclusions named in Section 5 of the Service Terms and Conditions or in any other underlying Agreement to which this SOW is attached, the following items are excluded from Infrastructure Repair with Advanced Replacement:
1. All Infrastructure over seven (7) years from product cancellation date.
2. All Broadband/WiNS Infrastructure three (3) years from product cancellation date.
3. Physically damaged Infrastructure.
4. Third party Equipment not shipped by Motorola.
5. Consumable items including, but not limited to, batteries, connectors, cables, tone/ink cartridges.
6. Video retrieval from Digital In-Car Video equipment.
7. Test equipment.
8. Racks, furniture and cabinets.
9. Firmware and/or Software upgrades.

ASTRO® 25 Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes
Antenna Systems	Excludes all Equipment such as bi-directional amplifiers, multicouplers, combiners, tower top pre-amplifiers, antennas, cables, towers, tower lighting, and transmission lines
Backhaul	Includes PTP (Point-to-Point Wireless) PTP 49600 and PTP 800 licensed series Excludes all other PTP technologies
Base Station(s) and Repeater(s)	Includes Quantar, MTR3000, STR3000, GTR8000, GTR8000 HPD, IntelliRepeater, Network Management (Please refer to the SOW for details) is not available on all stations. Quantar high power booster power amplifier, power supply and control board Excludes Fan Modules, Dual Circulator Tray, Site RMC Tray
Central Electronics Bank(s)	Includes Logging Recorder Interface and Network Hub Excludes all other technologies see SOW specifically for NICE logging recorders
Channel Bank(s)	Includes Premisys , Telco, IMACS models 600, 800 . Excludes Siemens
Comparator(s)	Includes Spectratac, Digitac, and ASTRO-tac 9600, ASTRO-tac 3000, GMC8000, Comparators.
Computer(s)/Workstations/Modems	Includes computers (Pentium I, II, III, IV) directly interface with or control the communications System, including Systemwatch II, PT800 tablet HP x1100, HPx2100, HP xw4000-4600, HPz400, HP VL600, HP VL800, HPz400, ML850 laptop, MW810, ML900 laptop, ML910 laptop, Compaq XW4000. Includes keyboards, mice, trackballs. Excludes all other laptop and desktop computer technologies and all 286, 386, 486 computers; defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel display image retention,
Console(s)	Includes Centracom Gold Elite, MCC7500, MCC5500, MIP5000, VPM, as part of complete communication System – including headset jacks, dual footswitches, and gooseneck microphones. Excludes cables
Controller - trunking	Includes SmartNet II prime and remote controllers, MTC3600, GCP8000, Site Controller PSC9600, CSC7000, MTC9600, MZC3600, MZC5000 (Includes Netra240 & T5220). Excludes SSMT and SCMS controllers. CD ROM Drive, Fan Tray
Dictaphones and Recording Equipment	Excludes all types and models.
Digital Interface Unit(s)	Included
Digital Signaling Modem(s)	Included upon modem model availability
Digital Voice Modem(s)	Included upon modem model availability
Embassy Switch	Includes AEB, AIMI, ZAMBI, AMB
Firewalls	Includes Nortel Alteon ASF5105, 5106, Juniper SS520, ISSG140, SSG5, ISG1000C, ISG2000
Intrusion Detector	Includes Proventia 201 Linux IDSS, Proventia CX4002C
ISSI Gateway	Includes T5220 Sun server Solaris 10 OS
Links	Includes PTP 49600 and 800 licensed series
Logging Recorder	Excludes all technologies see SOW specifically for NICE logging recorders
Management Terminals	Includes computers (Pentium I, II, III, IV) that directly interface with or control the communications System, including Systemwatch II. Excludes laptop computers and all 286, 386, 486 computers.
MBEX(s) or NOVA Interconnect	Included
Microwave Equipment.	Excluded from service agreement but may be repaired on an above contract, time and material basis. All Equipment must be shipped to IDO. Excludes any on-site services.
Monitor(s)	Includes all Motorola certified monitors connected to computers that directly interface with or control the communications System. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel displays image retention, as well as monitors that were not shipped by Motorola and/or cannot be confirmed by a Motorola factory order number.
Motobridge	Included
Moscad	Includes NFM (Network Fault Management), as part of communication System only, RTU, SDM Site Manager RTU. Standalone MOSCAD and System Control and Data Acquisition (SCADA) must be quoted separately. Includes FSA4000. Excludes all other fire alarming systems.

ASTRO 25 Infrastructure Repair cont.	Inclusions, Exclusions, Exceptions and Notes
Network Fault Management	Includes Full Vision, Unified Event Manager Excludes NMC
Gateway	Includes PDG:CPX8216, IVD & HPD PDG on HP DL360, MOTOBRIDGE
Printer(s)	Includes printers that directly interface with the communications system.
RAS(s)	Excludes RAS 1100, 1101 and 1102
Receiver(s)	Includes Quantar, MTR2000 and ASTRO-TAC, GPW8000, GTR8000, GTR8000 HPD Receivers. Excludes Fan Modules, Dual Circulator Tray, Site RMC Tray
Routers	Includes GGM8000, ST5500, ST5598, S2500-S6000
Servers	Includes Netra 240, Netra T5220, cPCI, HP DL360, HP ML370, HP ML110, HP ML530, HP TC2110, 2120 HP InfoVista Server. IR8000 series, LX4000 series, Intel Server TSRL-T2, TIGPR2U, Proventia 201 Linux IDSS, Proventia GX4002C,Trak9100. Network Management Server includes cPCI Chassis, Power Supply, Fan Tray, Controller Hard Drive, CD ROM Drive, Tape Drive, CPU, Client PC's, Core Security Management Server, Firewall Servers, Intrusion Detection Sensor Server. Excludes Dell Servers, Monitors, Memory Module 0182915Y02, Rear Fan RLN5352, Central Process Card 0182915Y01
Simulcast Distribution Amplifier(s)	Included
Site Frequency Standard(s)	Includes Rubidium, GPS and Netclocks systems sold with the Motorola System.
Secure	Includes KMF crypto card, end to end Cryptor for IVD PDEG Cryptr
SMARTX	Includes VPM
Switch	Includes Nortel Passport PBX,Cisco Catalyst 6509, HP 5308 LAN switch, HP ProCurve Switch 2524, 2650, 2626, HP3500, HP2610, 3Com PS40, SS1100
Telco PBX	Includes Avaya Difinity PBX, S8300, S8500, Intel Server (ACSS), TSRLT2, TIGPR2U
Terminal Servers	Includes IR8000, LX4000S, LX4000T, Paradyne
Universal Simulcast Controller Interface(s)	Included
UPS Systems	Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes batteries and any on-site services.
Workstation	Included

SmartZone System Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes
Antenna Systems	Excludes all Equipment such as bi-directional amplifiers, multicouplers, combiners, tower top pre-amplifiers, antennas, cables, towers, tower lighting, and transmission lines.
Base Station(s) and Repeater(s)	Includes: Quantar, Quantro, Digital, MTR2000 ONLY.
Central Electronics Bank(s)	Includes Logging Recorder, Interface and Network Hub Excludes all other technologies see SOW specifically for NICE logging recorders
Channel Bank(s)	Includes Premisys and Telco Excludes Siemens
Comparator(s)	Includes Spectratac, Digitac, and ASTRO-tac Comparators
Computer(s)	Includes computers (Pentium I, II, III, IV) that directly interface with or control the communications System, including Systemwatch II, keyboards, mice and trackballs. Excludes laptop computers and all 286, 386, 486 computers, defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel display image retention.
Console(s)	Includes Centracom Gold Elite, MCC7500, MCC5500, MIP5000 as part of complete communication System – including headset jacks, dual footswitches, and gooseneck microphones. Excludes cables
Controller(s) -Trunking	Includes SmartNet II prime and remote controllers. Excludes SSMT and SCMS controllers.
Dictaphones, Logging Recorders and Recording Equipment	Excludes all technologies see SOW specifically for NICE logging recorders
Digital Interface Unit(s)	Included
Digital Signaling Modem(s)	Included upon modem model availability
Digital Voice Modem(s)	Included upon modem model availability
Embassy Switch	Includes AEB, AIMI, ZAMBI, AMB
Management Terminals	Includes computers (Pentium I, II, III, IV) that directly interface with or control the communications System, including Systemwatch II. Excludes laptop computers and all 286, 386, 486 computers.
MBEX(s) or NOVA Interconnect	Included
Microwave Equipment.	Excluded from service agreement but may be repaired on an above contract, time and material basis. All Equipment must be shipped to IDO. Excludes any on-site services.
Monitor(s)	Includes all Motorola certified monitors connected to computers that directly interface with or control the communications System. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel displays image retention as well as monitors that were not shipped by Motorola and/or cannot be confirmed by a Motorola factory order number.
Moscad	Includes NFM (Network Fault Management), as part of communication System only. Standalone MOSCAD and System Control and Data Acquisition (SCADA) must be quoted separately. Includes FSA4000. Excludes all other fire alarming systems.
Motobridge	Included
Network Fault Management	Includes Full Vision Excludes NMC
Printer(s)	Includes printers that directly interface with the communications System.
RAS(s)	Excludes RAS 1100, 1101 and 1102
Receiver(s)	Includes Quantar and MTR2000, ASTRO-TAC Receivers
Simulcast Distribution Amplifier(s)	Included
Site Frequency Standard(s)	Includes Rubidium, GPS and Netclocks systems sold with the Motorola System. Excludes MFS -Rubidium Standard Network Time and Frequency devices
Universal Simulcast Controller Interface(s)	Included
UPS Systems.	Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes batteries and any on-site services.

SmartZone System Infrastructure cont.	Inclusions, Exclusions, Exceptions and Notes
Zone Manager	Excludes HP715/33, HP 715/50 servers. Excludes x-terminals NDS14C and NDS17C
Zone Controller(s)	Includes console terminals. Excludes all Sun/IMP hard drives except TLN3495A 0820 1 GB drive as well as the following SUN/IMP CPUSET's: TLN3278B 0406, TLN3343A 0424 and TLN3278A 0181/0389.

SmartNet System Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes
Antenna Systems	Excludes all Equipment such as bi-directional amplifiers, multicouplers, combiners, tower top pre-amplifiers, antennas, cables, towers, tower lighting, and transmission lines
Base Station(s) and Repeater(s)	Includes Quantar, Quantro, Digital MSF5000, MTR2000, and Desktrac L35SUM7000-T Repeaters ONLY. Network Management (please refer to the SOW for details) is not available on all stations.
Central Electronics Bank(s)	Includes Logging Recorder Interface and Network Hub Excludes all other technologies see SOW specifically for NICE logging recorders
Channel Bank(s)	Includes Premisys and Telco. Excludes Siemens
Comparator(s)	Includes Spectratac, Digitac, and ASTRO-tac Comparators.
Computer(s)	Includes computers (Pentium I, II, III, IV) directly interface with or control the communications System, including Systemwatch II, keyboards, mice and trackballs, Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel display image retention.
Console(s)	Includes Centracom Gold Elite, MCC7500, MCC5500, MIP5000 as part of complete communication System – including headset jacks, dual footswitches, and gooseneck microphones. Excludes cables
Controller - trunking	Includes SmartNet II prime and remote controllers. Excludes SSMT and SCMS controllers.
Dictaphones, Logging Recorders and Recording Equipment	Excludes all technologies see SOW specifically for NICE logging recorders
Digital Interface Unit(s)	Included
Digital Signaling Modem(s)	Included upon modem model availability
Digital Voice Modem(s)	Included upon modem model availability
Embassy Switch	Includes AEB, AIMI, ZAMBI, AMB
Management Terminals	Includes computers (Pentium I, II, III, IV) directly interface with or control the communications System, including Systemwatch II. Excludes laptop computers and all 286, 386, 486 computers.
MBEX(s) or NOVA Interconnect	Included
Microwave Equipment.	Excluded from service agreement but may be repaired on an above contract, time and material basis. All Equipment must be shipped to IDO. Excludes any on-site services.
Monitor(s)	Includes all Motorola certified monitors connected to computers that directly interface with or control the communications System. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel displays image retention as well as monitors not shipped by Motorola and/or cannot be confirmed by a Motorola factory order number.
Moscad	INFM (Network Fault Management), as part of communication System only. Standalone MOSCAD and System Control and Data Acquisition (SCADA) must be quoted separately. Includes FSA4000. Excludes all other fire alarming systems.
Motobridge	Included
Network Fault Management	Includes Full Vision. Excludes NMC
Printer(s)	Includes printers that directly interface with the communications System.
RAS(s)	Excludes RAS 1100, 1101 and 1102
Receiver(s)	Includes Quantar, MTR2000 and ASTRO-TAC Receivers.

SmartNet System Infrastructure cont.	Inclusions, Exclusions, Exceptions and Notes
Simulcast Distribution Amplifier(s)	Included
Site Frequency Standard(s)	Includes Rubidium, GPS and Netclocks systems sold with the Motorola System. Excludes MFS -Rubidium Standard Network Time and Frequency devices
Universal Simulcast Controller Interface(s)	Included
UPS Systems.	Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes batteries and any on-site services.

Broadband Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes
Access Points	Includes PMP (Canopy), Motomesh Duo, Motomesh Quattro, Meshcam, Motomesh Solo, Motomesh AP7181 intelligent access points. Excludes all other technologies
Backhaul	Includes PMP (Canopy) and PTP (Point-to-Point Wireless) PTP 49600 and 800 licensed series Excludes all other technologies
Cables, connectors and testers	Excluded
Cameras	Includes Meshcam Excludes all other technologies, fixed black & white, color, pan tilt zoom analog, pan tilt zoom IP, fixed hybrid (IP and Analog) cameras
Cluster Management Modules (CMM)	Includes PMP (Canopy). Excludes all other technologies
Digital Video Recorder	Includes Mobile Video Enforcer Excludes all other technologies
Docking Station	Includes Mobile Video Enforcer Excludes all other technologies
GPS Synch Box	Excluded
Links	Includes PTP 49600 and 800 licensed series
Mobile Internet Switching Controller(MISC)	Excluded
Modems	Includes Mobile Video Enforcer Excludes all other technologies
Monitors	Includes Mesh,MotoMesh Excludes all other technologies
Mounting Bracket	Excluded
Multiplexers	Excluded
Network Interface Card	Excludes RAD data multiplexers
Network Switches	Includes Mesh, MotoMesh, Meshcam Excludes all other technologies
Networking Enablers	Included
Personal Tracking Device	Excludes Asymmetric DSL Broadband Gateway, Asymmetric Customer Premise Equipment, Symmetric DSL Broadband Gateway, Symmetric DSL-CPE's and accessories
Power Supply	Includes MeshTrack Excludes all other technologies
Reflector Hardware Kit	Included
Server	Excluded
Software	Included HP DL360, Mobile Video Enforcer system server Excludes all other technologies
Subscriber Modules	Excluded
Surge Suppressor/LPU	Includes, PMP (Canopy) Excludes all other technologies
UPS	Excluded
Video Recording System	Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes batteries and any one-site services.
Wireless Router AC and DC Input	Includes Mobile Video Enforcer Excludes all other technologies

Conventional System Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes
Antenna Systems	Excludes all Equipment such as bi-directional amplifiers, multicouplers, combiners, tower top pre-amplifiers, antennas, cables, towers, tower lighting, and transmission lines
Base Station(s) and Repeater(s)	Quantar, Quantro, MTR2000, MTR3000, GTR8000 including IPCCGW. Excludes MICOR and MSF5000
Central Electronics Bank(s)	Includes logging recorder interface and network hub Excludes all other technologies see SOW specifically for NICE logging recorders
Channel Bank(s)	Includes Premisys and Telco. Excludes Siemens
Comparator(s)	Includes Spectratac, Digitac, ASTRO-tac, GMC8000.
Computer(s)	Includes computers (Pentium I, II, III, IV) directly interface with or control the communications System, including Systemwatch II, keyboards, mice and trackballs. Excludes laptop computers and all 286, 386, 486 computers. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel display image retention.
Console(s)	Includes Centracom Gold Elite, MCC7500, MCC5500, MIP5000 as part of complete communication System – including headset jacks, dual footswitches, and gooseneck microphones. Excludes cables and Commandstar mother board CDN6271. Commandstar and Commandstar Lite are also excluded as a conventional system operator position but can be covered when services are purchased separately.
Dictaphones, Logging Recorders and Recording Equipment	Excludes all technologies see SOW specifically for NICE logging recorders
Digital Interface Unit(s) (DIU)	Included
Digital Signaling Modem(s)	Included upon modem model availability
Embassy Switch	Includes AEB, AIMI, ZAMBI, AMB
Microwave Equipment.	Excluded from service agreement but may be repaired on an above contract, time and material basis. All equipment must be shipped to IDO. Excludes any on-site services.
Monitor(s)	Includes all Motorola certified monitors connected to computers that directly interface with or control the communications System. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel displays image retention as well as monitors not shipped by Motorola and/or cannot be confirmed by a Motorola factory order number.
Moscad	Includes NFM (Network Fault Management), as part of communication System only. Standalone MOSCAD and System Control and Data Acquisition (SCADA) must be quoted separately. Includes FSA4000 Excludes all other fire alarming systems.
Motobridge	Included
Printer(s)	Includes printers that directly interface with the communications System.
Receiver(s)	Includes Quantar , MTR2000, ASTRO-TAC, GPW8000 receivers.
Simulcast Distribution Amplifier(s)	Included
Site Frequency Standard(s)	Includes Rubidium, GPS and Netclocks systems sold with the Motorola System. Excludes MFS -Rubidium Standard Network Time and Frequency devices
Universal Simulcast Controller Interface(s)	Included
UPS Systems.	Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes batteries and any on-site services.

Data System Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes
Base Station(s) and Repeater(s)	Includes Quantar (DSS3, DBS), GTR8000.
Computer(s)	Includes computers (Pentium I, II, III, IV) that directly interface with or control the communications System. Includes keyboards, mice and trackballs. Excludes laptop computers and all 286, 386, 486 computers. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel display image retention.
Dictaphones , Logging Recorders and Recording Equipment	Excludes all technologies see SOW specifically for NICE logging recorders
Microwave Equipment.	Excluded from service agreement but may be repaired on an above contract, time and material basis. All equipment must be shipped to IDO. Excludes any on-site services.
Monitor(s)	Includes all Motorola certified monitors connected to computers that directly interface with or control the communications System. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel displays image retention as well as monitors not shipped by Motorola and/or cannot be confirmed by a Motorola factory order number.
Printer(s)	Includes printers that directly interface with the communications System.
Radio Network Controller	Includes One (1) RNC and One (1) RNC Console. Redundant RNC's must be quoted separately. Excludes RNC1000, NCP500, NCP2000, NCP2500 and NCP3000.
Site Data Link Modem(s)	Included
UPS Systems.	Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes batteries and any on-site services.
Wireless Network Gateway	Excluded from the prime/remote site or system agreement but can be covered when services are purchased separately.

Cassidian Communications Infrastructure Repair w Advanced Replacement Vesta Pallas, Vesta Standard (Maars/ComCentrex), Vesta Meridian and Sentinel Patriot Systems	Inclusions, Exclusions, Exceptions and Notes
ACU (Auto Control Unit)	Includes Vesta systems only Excludes Sentinel Patriot
ARU (Alarm Reporting Unit)	Included
ALI (Automatic Location Identification) Controller	Includes Analog Station Card(s), Called ID Board(s), Conference Board(s), DTMF Tone Receiver Board(s), Digital Station Card(s), E&M Card(s), Ground Loop Start Card(s), MF Receiver Board(s), 911 Line Card(s)
ANI (Asynchronous Network Interface) Controller	Included
BCM (Business Communication Manager)	Includes Vesta Pallas only Excludes all other technologies
Cable(s)	Excluded
CIM (Console Interface Module)	Includes Sentinel Patriot Excludes all other technologies
CRU (Call Record Unit)	Included
CIU (CAD Interface Unit)	Included
Computer(s)/Workstation	Includes computers sourced by Cassidian Communications and sold by Motorola that directly interface with or control the Cassidian Communications Systems, monitor, sound card, keyboards, mice and trackballs. Excludes defective or phosphor-burned cathode ray tubes (CRT) and burned-in flat panel display image retention.
Controllers	Includes Vesta Standard Excludes all other technologies
DBU (Data Base Unit)	Includes Vesta Standard Excludes all other technologies
Digital Logging Recorders, Logging Recorders and Recording Equipment	Includes Pyxis, Cassidian Communications sourced and sold by Motorola Excludes all other technologies see SOW specifically for NICE logging recorders
Herbie	Includes Vesta systems only Excludes Sentinel Patriot
Line Boosters/Amplifier/Short haul modems	Excluded
Modified Network LAN Switch	Includes
Modem(s)	Includes ALI modem sources and sold by Motorola Excludes all other technologies
Monitor(s)	Includes all Motorola certified monitors connected to computers that directly interface with or control the communications Systems. Excludes Non-Certified monitors, defective or phosphor-burned cathode ray tubes (CRT), flat panel monitors with burned in image retention and monitors not shipped by Motorola and/or cannot be confirmed by a Motorola factory order number.
MTU (Multi-line Trunk Unit)	Includes Vesta Pallas only Excludes All other technologies
Printer(s)	Includes Cassidian Communications sourced and sold by Motorola that directly interface with the communications System
Power Supplies, PSU (Power Supply Unit)	Includes Vesta Pallas, Vesta Standard Excludes all other technologies
RMU (Remote Maintenance Unit)	Includes Vesta Standard only Excludes all other technologies
Ring Generator(s)	Included
Routers	Included
RIS (Radio Interface Subset)	Included (note, only works with the Herbie)
Server(s) ALI	Includes Vesta servers, Sentinel Patriot Excludes all other technologies
Telephone(s)	Includes 911 and KEM administrator telephone sourced with the 911 System and sold by Motorola. Excludes Nortel (Avaya) telephone sets
TIU (Trunk Interface Unit	Includes Vesta Standard Excludes all other technologies

Console Only Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes
Card Cages	Included
Central Electronics Bank(s) (CEB)	Includes Logging Recorder Interface and Network Hub, Base Interface Module (BIM), Console Operator Interface Module (COIM), Operator Interface Module (OMI). Excludes all other technologies see SOW specifically for NICE logging recorders
Central Electronic Shelf (CES)	Included
Computer(s)	Includes computers that directly interface with CEB. Includes keyboards, mice and trackballs. Excludes laptop computers and all 286, 386, 486 computers. Defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel display image retention.
Console(s)	Includes consoles (CommandSTAR, CommandSTAR lite, Centracom Gold Elite MCC7500, MCC7500 w/ VPM, MCC5500, MIP5000, MC1000, MC2000, MC2500, MC3000) as part of complete communication System – Including headset jacks, dual footswitches, and gooseneck microphones and Console Interface Electronics. Excludes cables
Console Audio Box (CAB)	Included
Dictaphones, Logging Recorders and Recording Equipment	Excludes all technologies see SOW specifically for NICE logging recorders
Junction Box	Included
Microwave Equipment.	Excluded from service agreement but may be repaired on an above contract, time and material basis. All Equipment must be shipped to IDO. Excludes any on-site services.
Monitor(s)	Includes all Motorola certified monitors connected to computers that directly interface with or control the communications System. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel displays image retention as well as monitors not shipped by Motorola and/or cannot be confirmed by a Motorola factory order number.
Site Frequency Standard(s)	Includes Netclocks systems Excludes MFS -Rubidium Standard Network Time and Frequency devices
UPS Systems.	Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes batteries and any on-site services.

Digital In-Car Video Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes
Cables, connectors and testers	Excluded
Cameras	Includes 22X Front Camera. Excludes rear cameras
Data Talker Wireless Transmitters	Excluded
Digital Video Recorder	Includes Base unit running DP-2 software
Data Storage Module	Included
LCD Monitor	Includes DP-1 &DP-2 versions only
Video Retrieval	It is the customer's responsibility to remove the video before sending the DSM into the Motorola Repair Depot for repair. Video retrieval is a separate service and is excluded from this SOW.

MOTOTRBO Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes
XRC9000 Controller	Included TT2213* single site; TT2215* multi site ***Next day (24 hour) delivery if request is received before 1:00 p.m. CST; Second day (48 hour) delivery if request is received after 1:00 p.m. CST**
MTR3000	Includes T3000
MIP5000 MOTOTRBO Gateway	Includes L3598

MOTOROLA

Statement of Work

Network Monitoring, OnSite Infrastructure Response and Dispatch Service

Motorola will provide Network Monitoring, Dispatch Service and OnSite Infrastructure Response services to Customer Systems. These services are applicable only for the following system types: ASTRO®, ASTRO® 25, ARC 4000, SmartZone®/OmniLink® v2.0.3 and higher, SmartNet®, Private Data (with a wireless network gateway) v2.0.3 and higher, and Harmony® Wireless Communications System.

The terms of this Statement of Work (SOW) are an integral part of the Motorola Service Terms and Conditions or other applicable Agreement(s) with the Customer to which this SOW is appended and made a part thereof by this reference.

1.0 Description of Services

Network Monitoring is a service designed to electronically monitor Elements of a Communication System for Events, as set forth in the Monitored Elements Table. When the Motorola System Support Center (SSC) detects an Event, trained technologists acknowledge and remotely diagnose the Event, and initiate an appropriate response per the customer profile. Appropriate responses could include, but are not limited to, continuing to monitor the Event for further development, transferring the Event to Technical Support, or opening a Case for dispatch of a Servicer. If dispatched, the Servicer will respond at the Customer location based on pre-defined Severity Levels set forth in the Severity Definitions Table and Response times set forth in the On-Site Response Time Table in order to Restore the System.

Motorola will provide Case management as set forth herein. The SSC maintains contact with the on-site Servicer until System Restoral occurs and Case is closed. The SSC will continuously track and manage Case activity from open to close through an automated Case tracking process.

2.0 Motorola Responsibilities:

2.1. Provide dedicated Connectivity through a private network connection necessary for monitoring ASTRO and ASTRO25, SmartZone/ OmniLink, Private Data, and Harmony Wireless Communications network types. The Connectivity Matrix set forth in Appendix 1 further describes the Connectivity options.

2.2. If determined necessary by Motorola, provide Motorola owned equipment for monitoring ASTRO and ASTRO 25 System elements. If Motorola installs or replaces Motorola owned equipment, the type of equipment and location installed is listed in the Motorola Owned & Supplied Equipment Table.

2.3. If determined necessary by Motorola, provide Motorola owned equipment for monitoring SmartNet System elements. If Motorola installs or replaces Motorola owned equipment, the type of equipment and location installed is listed in the Motorola Owned & Supplied Equipment Table.

2.4. Verify Connectivity and Event monitoring prior to System Acceptance or Start Date.

2.5. Continuously receive data from Customer monitored System and Customer initiated service requests.

2.6. Remotely access the Customer's System to perform remote diagnosis as permitted by Customer pursuant to section 3.1

2.7. Create a Case, as necessary. Gather information to perform the following:

2.7.1. Characterize the issue

2.7.2. Determine a plan of action

2.7.3. Assign and track the Case to resolution.

2.8. Dispatch a Servicer, as required, by Motorola standard procedures and provide necessary Case information collected in section 2.7

2.9. Ensure the required personnel have access to Customer information as needed.

2.10. Disable and enable System devices, as necessary, for Servicers.

2.11. Servicer will perform the following on-site:

2.11.1. Run diagnostics on the Infrastructure or FRU.

2.11.2. Replace defective Infrastructure or FRU, as applicable. Customer, Servicer or Motorola may provide Infrastructure or FRU.
2.11.3. Provide materials, tools, documentation, physical planning manuals, diagnostic/test equipment and any other requirements necessary to perform the Maintenance service.
2.11.4. If a third party Vendor is needed to Restore the System, the Servicer may accompany that Vendor onto the Customer's premises.

2.12. Verify with Customer that Restoration is complete or System is functional, if required by Customer's repair Verification preference described in the Customer Support Plan required by section 3.5. If Verification by Customer cannot be completed within 20 minutes of Restoration, the Case will be closed and the Servicer will be released.
2.13. Escalate the Case to the appropriate party upon expiration of a Response time.
2.14. Close the Case upon receiving notification from Customer or Servicer, indicating the Case is resolved.
2.15. Notify Customer of Case Status, as described in the Customer Support Plan required by section 3.5 at the following Case levels:
2.15.1. Open and closed; or
2.15.2. Open, assigned to the Servicer, arrival of the Servicer on site, deferred or delayed, closed.
2.16. Provide, when requested by Customer, the following reports, as applicable:
2.16.1. Case activity reports to Customer.
2.16.2. Network Monitoring Service reports for Customer System(s).
2.16.3. Network Activity/Availability Reports for ASTRO25, SmartZone/ OmniLink, and Private Data Systems only.
2.17. Respond in accordance to pre-defined Response times upon receipt from Customer of Customer managed passwords required for proper access to the Customer's System.
2.18. Apply additional support charges above and beyond the contracted service agreements that may apply if it is determined that System faults were caused by the Customer making changes to critical System parameters.

3.0 Customer Responsibilities:
3.1. Allow Motorola Continuous remote access to obtain System availability and performance data.
3.2. Allow Motorola to access System if firewall has been installed; provide permanent/dedicated access for SNMP traps (outbound) and ZDS polling (inbound). Also provide continuous utility service to any Motorola equipment installed or utilized at Customer's premises to support delivery of the Service.
3.3. Order and maintain dedicated dial-up phone lines for telephone service for SMARTNET System types. The Connectivity Matrix set forth in Appendix 1 further describes the Connectivity options.
3.4. Unless otherwise specified, Motorola recommends a private network connection for all other Systems. The Connectivity Matrix set forth in Appendix 1 further describes the Connectivity options.
3.5. Provide Motorola with pre-defined Customer information and preferences prior to Start Date necessary to complete Customer Support Plan., including, but not limited to:
3.5.1.1. Case notification preferences and procedure
3.5.1.2. Repair Verification Preference and procedure
3.5.1.3. Database and escalation procedure forms.
3.5.1.4. Submit changes in any information supplied in the Customer Support Plan to the Customer Support Manager.
3.6. Provide the following information when initiating a service request:
3.6.1. Assigned System ID number
3.6.2. Problem description and site location
3.6.3. Other pertinent information requested by Motorola to open a Case.
3.7. Notify the SSC when Customer performs any activity that impacts the System. (Activity that impacts the System may include, but is not limited to, installing software or hardware upgrades, performing upgrades to the network, or taking down part of the system to perform maintenance.)
3.8. Allow Servicers access to Equipment (including any Connectivity or monitoring equipment) if remote service is not possible.
3.9. Allow Servicers access to remove Motorola owned monitoring equipment upon cancellation of service.
3.10. Supply Infrastructure or FRU, as applicable, in order for Motorola to Restore the System as set forth in paragraph 2.11.2
3.11. Maintain and store in an easy accessible location any and all Software needed to Restore the System.

3.12. Maintain and store in an easily accessible location proper System backups.
3.13. Verify with the SSC that Restoration is complete or System is functional, if required by the Repair Verification Preference provided by Customer in accordance with section 3.5.
3.14. Provide all Customer managed passwords required to access the Customer's System to Motorola upon request or when opening a Case to request service support or enable Response to a technical issue.
3.15. Pay additional support charges above and beyond the contracted service agreements that may apply if it is determined that System faults were caused by the Customer making changes to critical System parameters
3.16. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the services described in this SOW.

Severity Definitions Table

Severity Level	Problem Types
Severity 1	▪ **Response is provided Continuously** ▪ Major System failure ▪ 33% of System down ▪ 33% of Site channels down ▪ Site Environment alarms (smoke, access, temp, AC power) as determined by the SSC. ▪ This level is meant to represent a major issue that results in an unusable system, sub-system, Product, or critical features from the Customer's perspective. No Work-around or immediate solution is available.
Severity 2	▪ **Response during Standard Business Day** ▪ Significant System Impairment not to exceed 33% of system down ▪ System problems presently being monitored ▪ This level is meant to represent a moderate issue that limits a Customer's normal use of the system, sub-system, product, or major non-critical features from a Customer's perspective
Severity 3	▪ **Response during Standard Business Day** ▪ Intermittent system issues ▪ Information questions ▪ Upgrades/preventative maintenance ▪ This level is meant to represent a minor issue that does not preclude use of the system, sub-system, product, or critical features from a Customer's perspective. It may also represent a cosmetic issue, including documentation errors, general usage questions, recommendations for product enhancements or modifications, and scheduled events such as preventative maintenance or product/system upgrades.

On-Site Response Time Table (Customer's Response Time Classification is designated in the Service Agreement).

Severity Level	Standard Response Time	Premier Response Time	Limited Response Time	Off Deferral
Severity 1	Within 4 hours from receipt of Notification Continuously	Within 2 hours from receipt of Notification Continuously	Within 4 hours from receipt of Notification Standard Business Day	Time provided by Servicer *
Severity 2	Within 4 hours from receipt of Notification Standard Business Day	Within 4 hours from receipt of Notification Standard Business Day	Within 4 hours from receipt of Notification Standard Business Day	Time provided by Servicer *
Severity 3	Within 24 hours from receipt of Notification Standard Business Day	Within 24 hours from receipt of Notification Standard Business Day	Within 24 hours from receipt of Notification Standard Business Day	Time provided by Servicer *

- Please note these are Standard Commitment times. The commitment times should be based on the Customers Support Plan.
- Provide update **before** the specific contractual commitments come due.

  * Note: Provide update to System Support Center **before** Deferral time comes due.

Appendix 1

Connectivity Matrix

System Type	Connectivity	Responsibility
ASTRO® 25	T1	Motorola
SmartZone/OmniLink v3.5 and below	256K	Motorola
SmartZone/OmniLink v4 and above	512K	Motorola
Private Data	256K	Motorola
ARC 4000	T1 or VPN	Motorola
MESH	T1 or VPN	Motorola
Harmony	T1	Motorola
MotoBridge	T1 or VPN	Motorola
SmartNet	Dial-up	Customer

Private Network Connection IP VPN (All Customers)	Public Internet Connection IP VPN (Option Available only to Customers outside of the US)
Standard solution for real time Connectivity	Non Standard solution for Connectivity
Dedicated bandwidth configuration provided to monitor Customers	No dedicated bandwidth provided to monitor Customers
Protected from unauthorized intrusion	Low risk of unauthorized intrusion
Encryption available	Encryption is required
Connectivity available through Motorola	Customer provides Connectivity to the internet via an internet service provider selected by Customer.

Motorola Owned & Supplied Equipment Table

Equipment Type	Location Installed
Firewall/Router	Master Site
System Support Server	Master Site for each Zone

Monitored Elements Table

System Type	Equipment
ASTRO 25 (release 7.0-and higher)	Packet Routing Network; Zone Controllers; Database Server; FullVision Server; UEM Server; Zone Statistical Server; Air Traffic Router; System Statistics Server; User Configuration Server; Packet Data Gateway Server; PBX; Interconnect Server; Motorola Gold Elite Gateway (MGEG); AEB; CEB; Conventional Channel Gateway (CCGW); Core, Exit, Gateway, Peripheral, Border, and Site routers, HP Switches master, prime, console (MCC7500) and repeater sites switches, GGSN; CWR MOSCAD Overlay (TenSr, Station, Channel Banks, TRAK GPS, Site Power, Microwave) Simulcast RF Site (Site Controllers, Comparators, Stations); Intelli Repeater RF Site (Stations); Intelli Site Repeater RF Site (Site Controllers, Stations). The SMARTX box is a transparent box that connects the legacy equipment to ASTRO core. The SMARTX box is not part of the monitored elements. DOES NOT INCLUDE MONITORING OF ANY MOSCAD ALARM POINTS THAT DO NOT DIRECTLY IMPACT THE PERFORMANCE OF THE RADIO NETWORK. DOES NOT INCLUDE MONITORING OF ANYTHING OUTSIDE OF THE RADIO NETWORK UNLESS SPECIFICALLY STATED
SECURITY ELEMENTS Monitoring and managing Security Elements is dependent on Customer purchasing and Core Security Management Server as Equipment with the Customer System	If Motorola Security Monitoring service is purchased - Core Security Management Server, Intrusion Detection Sensor, Firewall, Anti-virus Application, Servicer Authentication, Centralized Logging Server
ASTRO 25 (release 6.3 – 6.9)	Nortel; Packet Routing Network; Zone Controllers; Database Server; FullVision Server; Zone Statistical Server; Air Traffic Router; System Statistics Server; User Configuration Server; Packet Data Gateway Server; PBX; Interconnect Server; Motorola Gold Elite Gateway (MGEG); AEB; CEB; ARCADACS Cross Connect Switch; Simulcast RF Site (Site Controllers, Comparators, Stations); Intelli Repeater RF Site (Stations);Intelli Site Repeater RF Site (Site Controllers, Stations); MOSCAD Overlay (TenSr, Station, Channel Banks, TRAK GPS, Site Power, Microwave) DOES NOT INCLUDE MONITORING OF ANY MOSCAD ALARM POINTS THAT DO NOT DIRECTLY IMPACT THE PERFORMANCE OF THE RADIO NETWORK. DOES NOT INCLUDE MONITORING OF ANYTHING OUTSIDE OF THE RADIO NETWORK UNLESS SPECIFICALLY STATED
SECURITY ELEMENTS Monitoring and managing Security Elements is dependent on Customer purchasing and Core Security Management Server as Equipment with the Customer System	If Motorola Security monitoring is purchased - Core Security Management Server, Intrusion Detection Sensor, Firewall, Anti-virus Application, Servicer Authentication, Centralized Logging Server

ASTRO 25 6.0 - 6.2	Nortel; Packet Routing Network; Zone Controllers; Database Server; FullVision Server; Zone Statistical Server; Air Traffic Router; System Statistics Server; User Configuration Server; Packet Data Gateway Server; PBX; Interconnect Server; Motorola Gold Elite Gateway (MGEG); AEB; CEB; ARCADACS Cross Connect Switch; Simulcast RF Site (Site Controllers, Comparators, Stations); Intelli Repeater RF Site (Stations);Intelli Site Repeater RF Site (Site Controllers, Stations); MOSCAD Overlay (TenSr, Station, Channel Banks, TRAK GPS, Environmental Alarms, Microwave)
SmartZone 4.1	Zone Controllers; Database Server; Digital Interface Unit (DIU); Central Electronic Bank (CEB) Interface; AEB; FullVision Server; Air Traffic Router; System Statistics Server (Multi-Zone); Zone Statistical Server; User Configuration Server; NOVA 2000 (Interconnect); Remote RF Sites (Site Controllers Including Simulcast, Stations); MOSCAD Overlay (Stations-Non Trunked, Comparater, TenSr Channel Banks, Environmental Alarms, Microwave)
ARC 4000	Zone Controller, Network Manager Servers, User Configuration Server, Zone Database Server, FullVision Server, Air Traffic Router Server, Packet Data Router & Radio Network Gateway (IV&D), Data Collection Device, Master Site Router (Core, Gateway), Master Site Switches, Individual Site Routers, Individual Site Switches
Astro LE	Site Controllers; Environmental Alarms; Channel Banks
SMARTNET Monitored by MOSCAD SiteSentry	Site Controllers; Stations; Environmental Alarms; Channel Banks. Site Sentry is a canceled product. No new customers.
Private Data	Wireless Network Gateway (WNG); Radio Network Controller (RNC); Base Station
Harmony (HWCS)	MSO, EBTS
MOTObridge	SIP, OMC, Gateway Units

Statement of Work

NICE Gold Maintenance

Overview

Motorola utilizes NiceLog to provide a complete, reliable and robust solution for Customer audio recording requirements.

1.0 Description of Services

Motorola System Support Center (SSC) will initiate the Customer service request to NICE. NICE will deliver services identified in the NICE Gold Maintenance tables provided in this SOW. Post warranty services provided by NICE include phone coverage, on site support and hardware support for applicable NICE Logging Equipment integrated within a Motorola network or Vortex console.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Terms and Conditions or other applicable Agreement to which it is attached and made a part thereof by this reference.

2.0 Motorola has the following responsibilities:

2.1 Respond to request for post warranty support for the Restoration of a failed System.
2.2 Collect model, serial number information, customer name and customer contact.
2.3 Provide a case number.
2.4 Contact NICE support and provide them with customer, case number, model, and serial number information. NICE will contact the customer/field team and work the issue to completion.
2.5 Advise caller of procedure for determining any additional requirements.
2.6 Coordinate resolutions with agreed upon third party vendor.
2.7 Close the case once the NICE issue has been resolved.

3.0 Customer has the following responsibilities:

3.1 Contact Motorola System Support Center (SSC) to initiate a service request.
3.2 Provide model and serial number.
3.3 Provide a contact name and contact phone number.

4.0 NICE has the following responsibilities:

4.1 Provide repair return authorization numbers to Customer.
4.2 Provide services in accordance with Table 1, per the time zone where the equipment resides, Monday through Friday, excluding holidays, and within the normal response times.
4.3 Receive malfunctioning hardware from Customer and document its arrival, repair and return.
4.4 Perform the following service on NICE hardware:
4.4.1. Replace malfunctioning components. NICE will use commercially reasonable efforts to repair or replace, in its discretion, any hardware found to be defective under normal and proper use and service during the contract period. An in-coverage unit will be repaired and returned at no charge except for under the following conditions:
(1) The unit has been modified or damaged due to improper packaging; or
(2) If a unit is received for repair and found operable in accordance with current NICE standards, it will be classified as "no trouble found" and it will be returned in the same condition in which it was received.
4.5 Coordinate any repair activity with Motorola and Customer to ensure resolution
4.6 On-site reporting, the NICE service provider (SP) will:
4.6.1. Arrive at the Customer site and go directly to the Customer contact
4.6.2. When SP is ready to leave, notify the Customer contact
4.6.3. Provide verbal reports to the Customer contact on all work complete and in progress by NICE

4.6.4. Sign out and leave with the Customer contact a visit report of the work accomplished by NICE and the outstanding issues

4.7 Provide to the Customer contact within one (1) week of the on-site visit a follow-up report on any outstanding issues

4.8 Contact Motorola System Support Center to close the case

4.9 Perform services according to NICE service priorities

Table 1

This option is available to customers where the location of the equipment is within 4-hour drive time to most major metropolitan areas (identified at the time of purchase.

Support Coverage	Twenty-four (24) hours, seven (7) days per week
Call Back Response Time	Sixty (60) minutes after receipt of call from authorized representative
On-Site Response Time for Priority 1 Service Issues	Four (4) hours

Gold Available within a 4 Hour Drive Time	Priority 1	Priority 2	Priority 3	Priority 4
Phone Availability	24*7	24*7	24*7	24*7
Support Coverage	24*7	24*7	24*7	24*7
Call Back Response Time	60 minutes	120 minutes	24 hours	24 hours
On Site Response Times*	4 hours	24 hours	48 hours	48 hours

**On Site Response Time are in effect following the determination that on site support is required. Repair parts are shipped overnight, unless otherwise pre-arranged. The arrival of the technician and the shipped parts will be coordinate to coincide.*

Priority 1 – Critical Failure – In a 100% recording environment, any failure of equipment, NICE software or communications to the NICE products which results in loss of recording channels or data, or if allowed to persist will result in such recording loss.

Priority 2 – Major Problem – Any problem resulting in loss of ability to retrieve calls or loss of replay functionality for two or more workstations.

Priority 3 – Product Anomaly – Any problem affecting one or more workstations which does not result in a loss of recording or replay but nevertheless results in diminished Product response or performance, for example if an administrator loses the ability to add or delete users.

Priority 4 – System Inquiry, planned intervention or request for information.

4.10 Software Upgrades- NICE's standard maintenance services shall include installation of only such software updates to the NICE software which, in NICE's sole discretion, are necessary to ensure efficient operation of the products ("NICE Software Updates"). NICE will provide Customer with a version of the NICE Software Update for Customer to review and authorize for installation. Upon such installation, Customer shall receive a copy of all written materials necessary to allow Customer to operate such NICE Software

Updates. All NICE Software Updates are licensed for use solely on the Equipment on which the relevant NICE Software was first installed and shall, unless otherwise set forth herein, be governed by the terms and conditions of the software license for the NICE Software executed by both parties ("NICE Software License").

5.0 Ineligible Products-Additional Service fees shall apply for any maintenance provided by NICE for any and all individual products that are damaged by causes not caused directly by the gross negligence or intentional misconduct of NICE and external to the relevant individual product, including without limitation, damages to a individual product caused by: (i) neglect, mishandling, misuse and/or unauthorized repair by anyone other than NICE or a NICE certified technician; (ii) failure to maintain the Site in accordance with NICE's installation site specifications ("Installation Site Specifications"); (iii) relocation from the Site specified by the parties; (iv) use by anyone other than NICE or a NICE certified technician for purposes other than those for which it was designed, as described in the applicable documents, Operating Manuals and/or specifications provided by NICE; (v) use by anyone other than NICE or a NICE certified technician or material or supplies, including without limitation software and firmware programming, that do not meet NICE's specifications and instructions; (vi) use of the Products with any Non-Nice Hardware and/or (vii) an accident, transportation, improper cooling or humidity control, failure to telephone equipment or communication lines, failure or fluctuation of electrical power, other unusual physical or electrical stress and/or failure of interconnect equipment not provided by NICE or a NICE certified technician.

6.0 In addition to any exclusions named in Section 7.0 of the Terms and Conditions or in any other underlying Agreement to which this SOW is attached, the following items are excluded:

1. All Infrastructure over seven (7) years from product cancellation date
2. Physically damaged Infrastructure
3. Third party Equipment not shipped by Motorola
4. Consumable items including, but not limited to, batteries, connectors, cables, tone/ink cartridges
5. Test Equipment
6. Racks, furniture and cabinets
7. Firmware and/or Software upgrades

7.0

Data System Infrastructure Exhibit	**Inclusions, Exclusions, Exceptions and Notes for Infrastructure Repair**
Logging Recorder	Includes NICE logging Recorders Excludes all other technologies
Rack Mounts/Shelves	Includes NICE rack mount/shelf ONLY Excludes all other technologies
Replay Station	Excluded
Servers/Storage Center	Includes NICE servers/storage centers ONLY Excludes all other technologies
Workstation	Excluded

MOTOROLA

Servicer Statement of Work

Network Preventative Maintenance With Dispatch Service

1.0 Description of Service

Network Preventative Maintenance will provide an operational test and alignment, on the Customer's Infrastructure Equipment (infrastructure or fixed network equipment only) to ensure the Infrastructure meets original manufacturer's specifications, as set forth in the applicable attached Exhibit(s), all of which are hereby incorporated by this reference. Customer's System type determines which Exhibit is applicable (i.e. SmartZone system exhibit, SmartNet system exhibit). Network Preventative Maintenance will be performed during Standard Business Days. If the System or Customer requirements dictate this service must occur outside of Standard Business Days, Motorola will provide an additional quotation. Customer is responsible for any charges associated with helicopter or other unusual access requirements or expenses.

Network Preventative Maintenance service will be facilitated by the Servicer. The relationship between Motorola and the Servicer shall be as set forth in this Statement of Work. Subcontracts for this Service will be electronically posted by Motorola on Motorola's website for Servicers.

Motorola reserves the right to alter, amend or change the scope of work with 30 days written notice to Servicer. All terms or Attachment C-Service Subcontract will remain in full force and effect during the term and any subsequent terms of this SOW.

2.0 Motorola has the following responsibilities:

- 2.1 Notify the Customer of any possible System downtime needed to perform this service.
- 2.2 Dispatch the Servicer upon receiving Customer date(s) for a Network Preventative Maintenance to be performed.
- 2.3 Provide the following information to the Servicer from the SSC:
  - 2.3.1 Dates to perform Network Preventative Maintenance.
  - 2.3.2 Case number.
  - 2.3.3 Site identification.
  - 2.3.4 Customer and address.
  - 2.3.5 Access requirements.
  - 2.3.6 Close Case upon receiving notice of completion from Servicer technician.
- 2.4 Provide Infrastructure Equipment list including type and quantity, as available.
- 2.5 Provide original equipment manufacturer (OEM) Equipment manuals for System specifications, as available.

3.0 Servicer has the following responsibilities:

- 3.1 Receive page or phone call from SSC for dispatch of Case Continuously
- 3.2 Call SSC to accept Case.
- 3.3 Complete Network Preventative Maintenance within allotted dates.
- 3.4 Assign technical resources to Case and have the diagnostic equipment as specified in the manufacturers service manuals needed to perform service.
- 3.5 Notify Motorola if the System will be taken down and approximate duration of downtime.
- 3.6 Physically inspect the Infrastructure in the system (equipment cabinets, general circuitry, fault indicators, cables, and connections).
- 3.7 Remove any dust, and/or foreign substances from the Infrastructure.
- 3.8 Clean filters, if applicable.
- 3.9 Measure, record, align, and adjust the Infrastructure parameters in accordance with the manufacturer's service manuals and the Rules and Regulations of the Federal Communications Commission (FCC), where applicable.
- 3.10 Consult Equipment manuals for System specifications per system configuration.
- 3.11 Call the SSC when Case is completed.
- 3.12 Complete and sign (by Servicer technician) a system checklist of Infrastructure reviewed:
  - 3.12.1 Provide one signed copy of the system checklist to the Customer.
  - 3.12.2 File one signed copy of the system checklist at the Servicer's office location.
- 3.13 Identify any service problems that require Customer or Motorola action.

MOTOROLA

Conventional Network Preventative Maintenance Checklist

Conventional Infrastructure	Operational Check (where applicable)
Base Station(s), Repeater(s), Control Station(s)	Transmitter modulation,
	RF power output/reflected
	RF Frequency Measured/adjusted
	Receiver Sensitivity Measured/Adjusted
	Audio Input & Output Levels
	Combiner & Circulator Loss
	Receiver Desense (Full Duplex Only)
	Check Power Supply Voltages
Consoles Positions/Remotes	Audio Input & Output Levels
	Ethernet Operation
	Controller Power Supply Voltage, and AC Ripple
	Switches, Lights, CRT
	CEB Signal Levels
	Wiring and Grounding for each Position
	Check and Clean keyboards, CPU. CRT's
	CEB diagnostics
Comparators (Voting) and / or Satellite Receivers	Audio Input & Output Levels
	Receiver Sensitivity Measured/Adjusted
	Comparator power supply voltage
	Check for proper signal voting
Power UPS	Check Diagnostics/Alarms
	AC/DC Voltages/Batteries
	Switch-Over Operations
Generator	Switch to Generator Power
AC to DC Power Unit (RF equipment)	Switch to Battery Power
All Equipment	Check Diagnostics/Alarms
Other Equipment	Check all system printers
	Check all modems for proper levels & synchronization
	MBX/Other telco interface common equipment

Data – Network Preventative Maintenance Checklist

Data Infrastructure	Operational Check (where applicable)
Data Base Station (Quantar)	RSSI Calibration Check (-90)
	Transmit Frequency Adjustments
	Transmitter Deviation Adjustments
	Transmitter modulation Compensation
	Transmitter Power out and Adjustments
	Reflect Power Measurement
	Receiver Sensitivity Test
	Receive Antenna De-sense Test
MSF 5000 Base Stations	RSSI Calibration Check
	VCO Calibration Check (.38Micro Volt)
	Injection Filter Adjustments
	Pre-selector/Image Filter Adjustments
	Transmit Frequency Adjustments
	RF Power out Measurements
	RF Forward and Reflect Trip adjust
	Transmit Deviation Adjustments
	Receiver Sensitivity Test
	Transmitter modulation Compensation
Gemini Base Station	RSSI Calibration Check
	Transmit Frequency Adjustments
	RF Power out Measurements
	RF Forward and Reflect Trip adjust
	Transmit Deviation Adjustments
	Receiver Sensitivity Test
	Transmitter modulation Compensation
	Power Supply Voltage Check
	Power Supply Ripple Voltage Check
Radio Network Controllers	Power Supply In-take Fan
	Host connection check
	Message buffering
	RF Interface
	Base Interface
Wireless Network Gateway	Visually check system status and fault LEDs.
	Check SMIT for any module errors.
	Check each major modules
	Power Supply Voltage Check
	Visually check all cabling
	Capture all log and error reports
UDS/Paradyne Modems	Check for received line level
	Perform remote modem digital loopback test
	Check telco/microwave circuit
UPS	Check Batteries
	Switch-Over Operations
	AC/DC Voltages

Approved by Motorola Contracts & Compliance: 1/28/08

MOTOROLA

SMARTNET Network Preventative Maintenance Checklist

SMARTNET Infrastructure	Operational Check (where applicable)
Repeater(s), Control Station(s)	Transmitter modulation,
	RF power output/reflected
	RF Frequency Measured/adjusted
	Receiver Sensitivity Measured/Adjusted Power Supplies
	Audio Input & Output Levels
	Combiner & Circulator Loss
	Receiver Desense (Full Duplex Only)
	Check Power Supply Voltages
Consoles Positions/Remotes	Audio Input & Output Levels
	Ethernet Operation
	CEB Power Supply Voltage, and AC Ripple
	Switches, Lights, CRT
	CEB Signal Levels
	Wiring and Grounding for each Position
	Check and Clean keyboards, CPU. CRT's
	CEB Diagnostics
Central Controllers, DIGITAC Comparators	Central Controller and Power Supplies
	T Bar Switched
	Simulcast Controller
	Simulcast Remote Controller
	Distribution Amp
	DIGITAC Comparator
	Receiver Multi-Couplers
	Check for receiver to Comparator audio path. Check to see if equalization is required.
	Check for proper audio to Status Tone ratio
	Confirm that all Receiver RX Notch Filters are either IN or OUT
GPS	Roll to Redundant Receive Reference Module
	Frequency Standards (check 1 PPS, 5 MPPS, composite)
	Check Power Supply Voltages
Site Equipment	Audio Network Analyzer
	Baseline Database Server
	System Manager Terminal
	Site Test/System Calibration Equipment
POWER UPS	Check Diagnostics/Alarms
	AC/DC Voltages/Batteries
	Switch-Over Operations
Generator	Switch to Generator Power
AC to DC Power Unit (RF equipment)	Switch to Battery Power
All Equipment	Check Diagnostics/Alarms

Other Equipment	Check all system printers
	Check all modems for proper levels & synchronization
	MBX/Other telco interface common equipment

MOTOROLA

SmartZone -Network Preventative Maintenance Checklist

SmartZone Infrastructure	Operational Check (where applicable)
Repeater(s), Control Station(s)	Transmitter modulation
	RF power output/reflected
	RF Frequency Measured/adjusted
	Receiver Sensitivity Measured/Adjusted
	Audio Input & Output Level
	Check Low Speed Data
	Combiners & Circulator Loss
	Receiver Desense (Full Duplex Only)
	Power Supply voltages
Consoles Positions/Remotes	Audio Input & Output Level
	Ethernet Operation
	CEB Power Supply Voltage, and AC Ripple
	Switches, Lights, CRT
	CEB Signal Levels
	Wiring and Grounding for each Position
	Check and Clean keyboards, CPU. CRT's
	CEB Diagnostics
Central Controllers, DIGITAC Comparators	Central Controller and Power Supplies
	T Bar Switched
	Simulcast Controller
	Simulcast Remote Controller
	Distribution Amp
	DIGITAC Comparator
	Receiver Multi-Couplers and Tower Mounted Amplifier
	Check for receiver to Comparator audio path.
	Check for proper audio to Status Tone ratio
	Confirm that all Receiver RX Notch Filters are either IN or OUT
GPS	Roll to Redundant Receive Reference Module
	Check Frequency Standards
	Check Power Supply Voltages
Site Equipment	Audio Network Analyzer
	Baseline Database Server
	System Manager Terminal
	Site Test/System Calibration Equipment
Power UPS	Check Diagnostics/Alarms
	AC/DC Voltages/Batteries
	Switch-Over Operations
Generator	Switch to Generator Power
AC to DC Power Unit (RF equipment)	Switch to Battery Power
All Equipment	Check Diagnostics/Alarms

Other Equipment	Check all system printers
	Check all modems for proper levels & synchronization
	MBX/Other telco interface common equipment

MOTOROLA

ASTRO® LE -Network Preventative Maintenance Checklist

Astro LE Infrastructure	Operational Check (where applicable)
CO-LOCATED/REMOTE SITE	
Repeater(s), Control Station(s)	TX Frequency in Hz
	TX Power Output of Station (Forward/Reflected)
	TX Power Output out of Combiner (Forward/Reflected)
	TX Low Speed Deviation
	TX Test Pattern Deviation
	TX BER
	RX Tower/Rack Mounted Amplifier
	RX RF Level at 5% BER at Receiver and Through Multi-Coupler
	Receiver Desense/ Degradation dot o Site Noise and TX Desense
	Wireline Audio Input & Output Levels
Site Controllers	Check Lights/Fan Operation
	Check/Align Frequency Standard
	Roll to Redundant Controller (pre-approved by customer)
	Test Site Trunking/Failsoft Modes (pre-approved by customer)
	Multiple Control Channel Switching (pre-approved by customer)
Router/Switches	
	Check Lights/Fan Operation
All Equipment	
	Check Diagnostics/Alarms
	Power Supply Voltages
MASTER/PRIME SITE (RF Equipment)	
Master/Prime Site Controllers	Check Lights/Fan Operation
	Roll to Redundant Controller (pre-approved by customer)
Router/Switches	Check Lights/Fan Operation
ASTRO-TAC Comparators	Check for receiver to Comparator audio path
	ACTAC 9600 Comparator All sites on line? V.24 link health-link delays
Channel Bank	Channel Bank/ transport health for all sites (diagnostics/alarms)
	Roll to Redundant Power Supply (pre-approved by customer)
MASTER/PRIME SITE (Servers)	Site Control Manager/Site Command Server (Clients)
	Backup Databases
	Terminal Server
	Remote Access Test
GPS	Roll to Redundant Receive Reference Module (pre-approved by customer)
	Frequency Standards (check 1 PPS, 5 MPPS, composite)
	Check Power Supply Voltages
POWER	Check Diagnostics/Alarms
UPS	AC/DC Voltages/Batteries
	Switch-Over Operations
Generator	Switch to Generator Power (pre-approved by customer)

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AC to DC Power Unit (RF equipment)	Switch to Battery Power (pre-approved by customer)
All Equipment	Check Diagnostics/Alarms
TRUNKING TEST (Completed at all Sites)	Talkgroup Call
	Multigroup Call
	Private Call
	Secure Call

MOTOROLA

ASTRO® 25 ARC4000, 6.x, & 7.x Network Preventative Maintenance Checklist

ASTRO® 25 ARC4000, 6.x, & 7x	Operational Check (where applicable) Reference existing site PM documents for exact measurements
CO-LOCATED/REMOTE SITE	
Repeater(s), Control Station(s)	TX Frequency in Hz
	TX Power Output of Station (Forward/Reflected)
	TX Power Output out of Combiner (Forward/Reflected)
	TX Low Speed Deviation
	TX Test Pattern Deviation
	TX BER
	RX Tower/Rack Mounted Amplifier
	RX RF Level at 5% BER at Receiver and Through Multi-Coupler
	Receiver Desense/ Degradation do to Site Noise and TX Desense
	Wireline Audio Input & Output Levels
Site Controllers	Check Lights/Fan Operation
	Check/Align Frequency Standard
	Roll to Redundant Controller (pre-approved by customer)
	Test Site Trunking/Failsoft Modes (pre-approved by customer)
	Multiple Control Channel Switching (pre-approved by customer)
Router/Switches	Check Lights/Fan Operation
All Equipment	Check Diagnostics/Alarms
	Power Supply Voltages
MASTER/PRIME SITE (RF Equipment)	
Master/Prime Site Controllers	Check Lights/Fan Operation
	Roll to Redundant Controller (pre-approved by customer)
Router/Switches	Check Lights/Fan Operation
ASTRO-TAC Comparators	Check for receiver to Comparator audio path
	ACTAC 9600 Comparator All sites on line? V.24 link health- link delays
Channel Bank	
	Channel Bank/ transport health for all sites (diagnostics/alarms)
	Roll to Redundant Power Supply (pre-approved by customer)
MASTER/PRIME SITE (Servers)	Master Site Servers health (diagnostics/alarms)
	Complete backup of databases
	Roll to Redundant Zone Controller (pre-approved by customer)
Misc Equipment	Remote Access Test
	Check all modems for proper levels & synchronization
	MBX/Other telco interface common equipment
GPS	Roll to Redundant Receive Reference Module (pre-approved by customer)
	Frequency Standards (check 1 PPS, 5 MPPS, composite)
	Check Power Supply Voltages
POWER	Check Diagnostics/Alarms
UPS	AC/DC Voltages/Batteries
	Switch-Over Operations
Generator	Switch to Generator Power (pre-approved by customer)
AC to DC Power Unit (RF equipment)	Switch to Battery Power (pre-approved by customer)

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All Equipment	Check Diagnostics/Alarms
CONSOLES POSITIONS/REMOTES	Audio Input & Output Level
	Ethernet Operation
	CEB/MCC Power Supply Voltage, and AC Ripple
	Switches, Lights, CRT
	CEB/MCC Signal Levels
	Wiring and Grounding for each Position
	Check and Clean keyboards, CPU. CRT's
	CEB/AEB/MCC diagnostics
TRUNKING TEST (Completed at all sites)	Talkgroup Test
	Multigroup Call
	Private Call
	Secure Call

E911 System Exhibit

Infrastructure Type	Operational Check (when applicable)
ANI Controller	Power supply check -DC Voltage
	Processor card battery test
	Review of advisory log
	Inspect phone, handsets, cords, touch tone pads, lights, and telephone instruments at main PSAP and remote location.
	Test operation or each 911 trunk and administrative phone line
	Check ANI cable routing and verify all connections (tighten cable/connector strain relief devices, review punch block wiring)
	Verify dial-up access
	Verify any spare circuit boards are operational
	Inspect ANI cabinets (ventilation/cooling, secure covers)
ALI Controller	Verify no alarm status on call screen. Check alarm/event log
	Check size of call detail records, purge if necessary
	Size of hard space remaining and advise customer. Purge if necessary.
	Test operation of all servers, terminals/clients printers, at main PSAP and remote locations
	Make test 911 calls to verify ALI information is properly displayed on all terminals/clients at main PSAP and remote locations
	Verify any spare ALI equipment or devices are operational
	If system uses local ALI or TSL, verify system properly receives Telco subscriber updates as required
	Check ALI cable routing and verify all connections (tighten cable/connector strain relief devices where necessary)
	Inspect all computer and terminal equipment (fans, vents, keyboards, CRTs, etc) .
	Verify ALI components are receiving proper ventilation/cooling
Other	Generate test alarm and verify that Motorola NMO receives outbound alarms for Site Sentry Device (SEB)
	Verify inbound remote maintenance access of both ANI and ALI functions through all remote access devices (SEB or maintenance modems)
	Check and verify proper installation of all grounding cables and connectors.
	Verify operational status of surge suppression equipment
	Verify operational status of standby power systems (UPS equipment, AC generators)

MOTOROLA

Statement of Work

Security Update Service (SUS)

1.0 Definitions

Terms that are capitalized but not defined in this Statement of Work shall have the definition given to such terms in the Service Terms and Conditions, the Communications System Agreement or other applicable agreement. The following terms have the following meanings:

1.1 Non-Motorola Software: Software whose copyright is owned by a party other than Motorola or its affiliated company, including but not limited to the anti-virus definitions, operating system software patches and signature files that will be pre-tested pursuant to this Statement of Work.

1.2 System: The currently shipping Motorola ASTRO® 25 System Release and up to 5 releases prior, with the last eligible release starting at 7.5.

1.3 Supported Release: Security Update Service – Platinum is available on the currently shipping Motorola ASTRO® 25 System Release and up to 5 releases prior, with the last eligible release being 7.5. If a customer is on a System Release older than 7.5 (eg, 7.3, 7.2, 6.9, etc…), or is outside of the 5 release schedule, then they cannot purchase this service.

2.0 Description of Services

With Security Update Service ("Service"), Motorola pretests the updated commercial anti-virus definitions for the Microsoft Windows based boxes on a System. This Service includes Motorola obtaining Microsoft Security Updates for Windows operating system, Solaris recommended patch bundles, Red Hat Linux security patches, anti-virus definitions* and intrusion detection sensor updates for Motorola supplied equipment from applicable original equipment manufacturer (OEM).

Motorola will evaluate and pre-test each update on Motorola's ASTRO 25 test System components for operational impact. Motorola's verification and evaluation process for anti-virus definitions will consist of applying each update to an appropriate ASTRO 25 system release that corresponds and is consistent with supported** and fielded systems.

Each assessment will consist of no less than 36 hours of examination time to evaluate the impact each anti-virus update has to the system. Upon satisfactory completion of the

assessment pertaining to anti-virus signatures, these updates will be provided on a weekly basis either automatically or through connecting to Motorola's secured extranet connection. When anti-virus definitions classified as Category 4 (Severe, difficult to contain) and Category 5 (Very Severe, very difficult to contain) by the commercial supplier are released, Motorola will determine if a high-priority release is necessary. Operating system updates/patches will be made available to our customers electronically upon successful testing in our lab environments on a monthly basis for Microsoft patches and on a quarterly basis for all others.

NOTICE: Automatic anti-virus and IDS updates are only available through our network security monitoring offering. Motorola will perform testing only on standard configurations certified by Motorola System Integration Testing (SIT) and Motorola supplied equipment/software prior to making an update available to Customers.

* - Not all systems are provided antivirus for Microsoft and UNIX platforms. To receive full antivirus support under this service offering, the customer must have a standard ASTRO 25 system that is supported and also has implemented antivirus for UNIX.

** - Supported is defined as the current system release and the last three prior. Support beyond this model requires approval from the Customer Service Manager and the Security Services Product Manager. For extended coverage, please communicate a formal request to your account manager.

The customer will be responsible for deploying Microsoft, Oracle, Sun Microsystems, UNIX, and Linux security updates from a Motorola provided secured extranet Web site. Antivirus and IDS updates will be capable of pushed automatically to the customer ASTRO25 network only if network security monitoring is acquired by the customer. If there is a recommended configuration change that is successfully tested on the ASTRO 25 test System, Motorola will provide detailed instructions for performing the configuration change. Security Update Service - Platinum does not include software for system upgrades or implementation of any recommended remediation.

Inclusions: Security Update Service - Platinum is available on the currently shipping Motorola ASTRO 25 System Release and up to 5 releases prior, with the last eligible release being 7.4. If a customer is on a System Release older than 7.4 (eg, 7.3, 7.2, 6.9, etc…), then they cannot purchase this service.

Exclusions: Systems that have non-standard configurations that have not been certified by Motorola SIT are specifically excluded from this Service unless otherwise agreed in writing by Motorola. Service does not include pre-tested intrusion detection system (IDS) updates for IDS solutions not purchased through Motorola. NICE Recorder, certain consoles, MARVILS, Symbol Equipment, AirDefense Equipment, AVL, and Radio Site Security products are also excluded. The scope of service coverage is defined by Motorola Services and is subject to change based on OEM support lifecycles. The terms and conditions of this Statement of Work are an integral part of Motorola's Service Terms

and Conditions or other applicable Agreement to which it is attached and made a part thereof by this reference.

3.0 Motorola has the following responsibilities:

3.1 Obtain anti-virus definitions for the Microsoft Windows platform, intrusion detection sensor signatures for Motorola supplied IDS, Microsoft Security Updates for Windows Operating system, Solaris operating system recommended patch bundles, and Red Hat Linux security patches from Motorola selected commercial suppliers.

3.2 Evaluate anti-virus definitions classified as Category 4 and 5 by Motorola selected commercial supplier to determine if a high-priority release is required. Motorola in its discretion will determine the urgency of the update based on the impact to the System.

3.3 Identify and document latest System vulnerabilities and compliance issues discovered during quarterly vulnerability scan performed in Section 3.4.

3.4 Investigate new vulnerabilities and compliance issues that are identified. Recommended response may include, but is not limited to, not applicable to ASTRO 25 System, deploy security software updates; deploy operating system security updates or patches; implement configuration changes; upgrade to current ASTRO 25 System Release (actual upgrade expense not included in this service offering); or recommending a compensating control.

3.5 Pre-test recommended remediation when applicable and make documentation and/or software updates available to Customer electronically.

3.6 Provide documented response with recommended remediation when applicable for all new vulnerabilities quarterly or at Motorola's discretion to Customer electronically.

3.7 Test anti-virus definitions, intrusion detection sensor signatures, and operating system security updates/patches by deploying them on a dedicated ASTRO 25 test System with the standard supported configurations, which include Motorola's then current approved cohabitated applications.

3.8 Confirm that tested anti-virus definitions, intrusion detection sensor signatures, and operating system security updates/patches do not degrade or compromise System functionality on dedicated test System within the standard supported configurations.

3.9 Address issues identified during testing to support functionality under the procedures specified in 3.8 above by working with Motorola selected commercial supplier or Motorola product development engineering team.

3.10 Release pre-tested anti-virus definitions and intrusion detection sensor signatures for Motorola supplied IDS electronically on a weekly basis upon successful completion of the weekly test cycle to be completed one week after release by commercial supplier unless an issue is detected or within 36 hours from Motorola selected commercial supplier's Category 4 & 5 certified virus definitions being available or at Motorola's discretion if determined by Motorola to be a high-priority release. Release may include the anti-virus definition file, intrusion detection sensor signatures, updated configuration files, instructions and other information deemed pertinent by Motorola.

3.11 Release Microsoft, Solaris and Red Hat Linux operating system security patches/updates when they are certified and available with instructions for obtaining patch/update for Customer deployment on the Customer system. Microsoft operating system security updates will be released monthly as available from Motorola selected commercial supplier upon successful completion of monthly test cycle. Solaris and Red Hat Linux operating system security patches will be released quarterly upon successful completion of quarterly test cycle or at Motorola's discretion.

3.12 Notify Customer when the latest release is available with instructions on where to obtain latest release.

3.13 Provide technical assistance if there is an issue with the installation of an update.

3.14 Maintain annual Customer subscriptions for anti-virus definitions and intrusion detection sensor signatures, with Motorola selected commercial supplier.

4.0 Customer has the following responsibilities:

4.1 Provide means for accessing pre-tested files electronically.

4.2 Deploy pre-tested files on Customer System as instructed in the "Read Me" text provided.

4.3 Implement recommended remediation(s) on Customer System as determined necessary by Customer.

4.4 Upgrade System to a Supported System Release as necessary to continue Service.

4.5 Identify one point of contact for issues specific to Security Update Service.

4.6 Cooperate with Motorola and perform all acts that are reasonable and/or necessary to enable Motorola to electronically provide Security Update Service – Platinum to Customer.

4.7 Comply with the terms of the applicable license agreement between Customer and the Non-Motorola Software copyright owner.

4.8 Adhere closely to the System Support Center (SSC) troubleshooting guidelines provided upon system acquisition. A failure to follow SSC guidelines may cause Customer and Motorola unnecessary or overly burdensome remediation efforts that may result in a service fee to Customer.

5.0 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. 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.

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. 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." 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 PRE-TESTED 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.

MOTOROLA

Statement of Work

Technical Support Service

1.0 Description of Services

The Technical Support service provides centralized remote telephone support for technical issues that require a high level of communications systems expertise or troubleshooting on Equipment. The Motorola System Support Center's (SSC) Technical Support Operation is staffed with technologists who specialize in the diagnosis and resolution of system performance issues. Technical Support Service: (i) does not include software upgrades that may be required for issue resolution; (ii) does not include Customer training; (iii) is only available for those system types supported and approved by Technical Support Operations and (iv) limited to Infrastructure currently supported by Motorola,

Technical Support is applicable to the following system types: ASTRO®, ASTRO® 25, ARC 4000, SmartZone® v2.0.3 and higher, SmartZone®/OmniLink®, E911, Private Data v2.0.3 and higher, SmartNet®, Conventional Two-Way, Wireless Broadband and Digital In-Car Video.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Terms and Conditions or other applicable Agreement to which it is attached and made a part thereof by this reference.

2.0 Motorola has the following responsibilities:

2.1. Respond to requests for Technical Support for the Restoration of failed Systems and diagnosis of operation problems in accordance with the response times set forth in the Remote Technical Support Response Times Table and the Severity Level defined in the Severity Definitions Table.

2.1.1. If Infrastructure is no longer supported by Motorola, Technical Support will diagnosis the System but may not be able to resolve the issue without the Customer replacing the Infrastructure.

2.2. Advise caller of procedure for determining any additional requirements for issue characterization, and Restoration which includes providing a known fix for issue resolution when available.

2.3. Attempt remote access to System for remote diagnostics, when possible.

2.4. Maintain communication with the Servicer or Customer in the field until close of the Case, as needed.

2.5. Coordinate technical resolutions with agreed upon third party Vendor(s), as needed.

2.6. Escalate and manage support issues, including Systemic issues, to Motorola engineering and product groups, as applicable.

2.7. Escalate the Case to the appropriate party upon expiration of a Response time.

2.8. Provide Configuration Change Support and Work Flow changes to Systems that have dial in or remote access capability.

2.9. Determine, in its sole discretion, when a Case requires more than the Technical Support services described in this SOW and notify Customer of an alternative course of action.

3.0 Customer has the following responsibilities:

3.1. Provide Motorola with pre-defined information prior to Start Date necessary to complete Customer Support Plan.

3.1.1. Submit changes in any information supplied in the Customer Support Plan to the Customer Support Manager.

3.2. Contact the SSC in order to access the Technical Support Operation, provide name of caller, name of Customer, System ID number, Service Agreement number, site(s) in questions, and brief description of the problem.

3.3. Supply on-site presence when requested by System Support Center.

3.4. Validate issue resolution prior to close of the Case.

3.5. Allow Motorola remote access to the System by equipping the System with the necessary Connectivity.
3.6. Remove video from Digital In-Car Video equipment prior to contacting Motorola. If Technical Support assists the Customer in removing video, the Customer acknowledges, understands and agrees that Motorola does not guarantee or warrant that it will be able to extract any captured video or that any captured video will not be damaged, lost or corrupted.
3.7. Acknowledge that Cases will be handled in accordance with the times and priorities as defined in Remote Technical Support Response Times Table and the Severity Level defined in the Severity Definitions Table.
3.8. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Technical Support service to Customer.

Severity Definitions Table

Severity Level	Problem Types
Severity 1	▪ Response is provided Continuously ▪ Major System failure ▪ 33% of System down ▪ 33% of Site channels down ▪ Site Environment alarms (smoke, access, temp, AC power). ▪ This level is meant to represent a major issue that results in an unusable system, sub-system, Product, or critical features from the Customer's perspective. No Work-around or immediate solution is available.
Severity 2	▪ Response during Standard Business Day ▪ Significant System Impairment not to exceed 33% of system down ▪ System problems presently being monitored ▪ This level is meant to represent a moderate issue that limits a Customer's normal use of the system, sub-system, product, or major non-critical features from a Customer's perspective
Severity 3	▪ Response during Standard Business Day ▪ Intermittent system issues ▪ Information questions ▪ Upgrades/preventative maintenance ▪ This level is meant to represent a minor issue that does not preclude use of the system, sub-system, product, or critical features from a Customer's perspective. It may also represent a cosmetic issue, including documentation errors, general usage questions, recommendations for product enhancements or modifications, and scheduled events such as preventative maintenance or product/system upgrades.

Remote Technical Support Response Times Table

SEVERITY	RESPONSE
Severity 1	Within 1 Hour from receipt of Notification, Continuously
Severity 2	Within 4 Hours from receipt of Notification, Standard Business Day
Severity 3	Within next Business Day, Standard Business Day

Section 7. Training Plan

7.1 Overview

Motorola Solutions' Worldwide Learning Services (WLS) organization dedicates itself exclusively to offering the most comprehensive training available for Motorola's advanced equipment to fully realize the equipment's potential. From sophisticated training needs analysis to ongoing training throughout the life cycle of your product or system, WLS can help ensure that your investment in training today is an investment for your future.

WLS's training methodology includes knowledgeable instructors, well-designed courseware, lab activities, and system hardware and software that closely parallels your operating environment and that is integrated with proper system documentation. This methodology is based upon several key criteria:

- Course design is driven by an analysis of learner needs and focuses on how-to rather than theory.
- Learning objectives are based upon what learners need to accomplish on the job and focus on specific applications.
- Hands-on lab opportunities using customer-specific job aids are incorporated into training to maximize the transfer of skills to the job and the retention/reuse of information.

Motorola offers both train-the-trainer and end-user training. Students can attend training at one of WLS's training centers or instructors can come to your site. In conjunction with or in addition to instructor-led training, WLS can provide self-study/e-learning programs in which students follow a computer-based training module on CD-ROM or other media.

7.2 Courses Proposed

In the process of assessing your training needs, Motorola has identified the following courses that are necessary to achieve your training goals.

While the standard courses are encouraged, the class outline may be tailored for your quotation. Thus, the outlines below may not exactly match your quoted class length and content.

7.2.1 System Administrator

Course	Target Audience	No. of Sessions	Duration (days)	Location	Date	No. of Attendees
ASTRO 25 IV&D 7.x Trunking with M Core System Overview Part 1 of 3 (Self-Paced Online) (Note: Customers trained at 7.4 level)	System Managers and Technicians	NA	6-8 Hours	Online	Prior to Part 2	Up to 12
Course Synopsis: The ASTRO 25 Integrated Voice and Data System Overview course is intended to provide an overview of the ASTRO 25 System in order to familiarize the various audiences with the overall system capabilities, components, features, and benefits.						
ASTRO 25 IV&D 7.x Introduction to Radio System Management Applications Part 2 of 3 (Self-Paced Online)	System Managers and Technicians	NA	6-8 Hours	Online	Prior to Part 3	Up to 12
Course Synopsis: This course provides an introduction to the Motorola Solutions Radio System Management Applications. This course is a Prerequisite to Radio System Administrator.						
Tailored ASTRO 25 IV&D 7.11 Radio System Administrator Workshop (Note: Customers trained at 7.4 and are upgrading to 7.11) Part 3 of 3 (Instructor Led)	System Managers	1	3	Yulee, FL	Post Upgrade and Prior to Managing	Up to 12
Course Synopsis: This workshop covers management functions for an ASTRO 25 Integrated Voice and Data (IV&D) System. Learning activities in this document-based training course focus on how to use the different ASTRO 25 IV&D System Management applications. Participants will be provided with an opportunity to discuss how to structure their organization and personnel for optimal ASTRO 25 IV&D system use..						

It is recommended that the students bring their laptop computers for all System Manager and Technician classes. Students will receive their manuals in CD-ROM format. Students will also receive hard copy participant guides.

7.2.2 Console End User Training

Course	Target Audience	No. of Sessions	Duration (days)	Location	Date	No. of Attendees
MCC 7500 Console ADMIN and Operator **Upgrade Differences** **Train-the-Trainers** (Instructor-led) 2 training consoles (1x1 Ratio)	System Administrators and Dispatch Supervisors	1 (6-8 Hour Session)	1	Yulee, FL	Prior to Cutover	4 (4 per Session)
Course Synopsis: This course provides participants with the knowledge and skills to manage and utilize the MCC 7500 console administrator functions. Through facilitation and hands-on activities, the participant learns how to customize the console screens. This session also includes the Operator course below.						
Course Synopsis: This course provides participants with an introduction to the dispatch console, its basic operation and tailored job aids which will be available for assistance in operation. Through facilitation and hands-on activities, the user learns how to perform common tasks associated with the console operation. It also provides the customer's identified training personnel with the knowledge of, and practice applying training techniques that they will need to enable them to successfully train their students. Trainers will use video, facilitation, and hands-on activities to facilitate learning events supported by tailored or customized training materials and job aids. They will become proficient at discussing the common tasks associated with operation of the customer's consoles.						

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Section 8. Statement of Work

8.1 Contract

8.1.1 Contract Award (Milestone)

- The Customer and Motorola execute the contract and both parties receive all the necessary documentation.

8.1.2 Contract Administration

Motorola Responsibilities:

- Assign a Project Manager, as the single point of contact with authority to make project decisions.
- Assign resources necessary for project implementation.
- Set up the project in the Motorola information system.
- Schedule the project kickoff meeting with the Customer.

Customer Responsibilities:

- Assign a Project Manager, as the single point of contact responsible for Customer-signed approvals.
- Assign other resources necessary to ensure completion of project tasks for which the Customer is responsible.

Completion Criteria:

- Motorola internal processes are set up for project management.
- Both Motorola and the Customer assign all required resources.
- Project kickoff meeting is scheduled.

8.1.3 Project Kickoff

Motorola Responsibilities:

- Conduct a project kickoff meeting during the Contract Design Review (CDR) phase of the project.
- Ensure key project team participants attend the meeting.
- Introduce all project participants attending the meeting.

- Review the roles of the project participants to identify communication flows and decision-making authority between project participants.
- Review the overall project scope and objectives with the Customer.
- Review the resource and scheduling requirements with the Customer.
- Review the Project Schedule with the Customer to address upcoming milestones and/or events.
- Review the teams' interactions (Motorola and the Customer), meetings, reports, milestone acceptance, and the Customer's participation in particular phases.

Customer Responsibilities:

- The Customer's key project team participants attend the meeting.
- Review Motorola and Customer responsibilities.

Completion Criteria:

- Project kickoff meeting completed.
- Meeting notes identify the next action items.

8.2 Contract Design Review

8.2.1 Review Contract Design

Motorola Responsibilities:

- Meet with the Customer project team.
- Review the operational requirements and the impact of those requirements on various equipment configurations.
- Establish a defined baseline for the system design and identify any special product requirements and their impact on system implementation.
- Review the System Design, Statement of Work, Project Schedule, and Acceptance Test Plans, and update the contract documents accordingly.
- Discuss the proposed Cutover Plan and methods to document a detailed procedure.
- Submit design documents to the Customer for approval. These documents form the basis of the system, which Motorola will manufacture, assemble, stage, and install.
- Prepare equipment layout plans for staging.

Restrictions:

- Motorola assumes no liability or responsibility for inadequate frequency availability or frequency licensing issues.
- Motorola is not responsible for issues outside of its immediate control. Such issues include, but are not restricted to, improper frequency coordination by others and non-compliant operation of other radios.

- Motorola is not responsible for co-channel interference due to errors in frequency coordination by APCO or any other unlisted frequencies, or the improper design, installation, or operation of systems installed or operated by others.
- If, for any reason, any of the proposed sites cannot be utilized due to reasons beyond Motorola's control, the costs associated with site changes or delays including, but not limited to, re-engineering, frequency re-licensing, site zoning, site permitting, schedule delays, site abnormalities, re-mobilization, etc., will be paid for by the Customer and documented through the change order process.

Customer Responsibilities:

- The Customer's key project team participants attend the meeting.
- Make timely decisions, according to the Project Schedule.
- Frequency Licensing and Interference:
  - As mandated by FCC, the Customer, as the licensee, has the ultimate responsibility for providing all required radio licensing or licensing modifications for the system prior to system staging. This responsibility includes paying for FCC licensing and frequency coordination fees.
  - Provide the FCC "call sign" station identifier for each site prior to system staging.

Completion Criteria:

- Complete Design Documentation, which may include updated System Description, Equipment List, system drawings, or other documents applicable to the project.
- Incorporate any deviations from the proposed system into the contract documents accordingly.
- The system design is "frozen" in preparation for subsequent project phases such as Order Processing and Manufacturing.
- A Change Order is executed in accordance with all material changes resulting from the Design Review to the contract.

8.2.2 Design Approval (Milestone)

- The Customer executes a Design Approval milestone document.

8.3 Order Processing

8.3.1 Process Equipment List

Motorola Responsibilities:

- Validate Equipment List by checking for valid model numbers, versions, compatible options to main equipment, and delivery data.
- Enter order into Motorola's Customer Order Fulfillment (COF) system.
- Create Ship Views, to confirm with the Customer the secure storage location(s) to which the equipment will ship. Ship Views are the mailing labels that carry complete equipment shipping information, which direct the timing, method of shipment, and ship path for ultimate destination receipt.
- Create equipment orders.
- Reconcile the equipment list(s) to the Contract.
- Procure third-party equipment if applicable.

Customer Responsibilities:

- Approve shipping location(s).
- Complete and provide Tax Certificate information verifying tax status of shipping location.

Completion Criteria:

- Verify that the Equipment List contains the correct model numbers, version, options, and delivery data.
- Trial validation completed.
- Bridge the equipment order to the manufacturing facility.

8.4 Manufacturing and Staging

8.4.1 Manufacture Motorola Fixed Network Equipment

Motorola Responsibilities:

- Manufacture the Fixed Network Equipment (FNE) necessary for the system based on equipment order.

Customer Responsibilities:

- None.

Completion Criteria:

- FNE shipped to either the field or the staging facility.

8.4.2 Manufacture Non-Motorola Equipment

Motorola Responsibilities:

- Manufacture (third-party equipment suppliers) non-Motorola equipment necessary for the system based on equipment order.

Customer Responsibilities:

- None.

Completion Criteria:

- Ship non-Motorola manufactured equipment to the field and/or the staging facility.

8.4.3 Ship to Staging (Milestone)

- Ship all equipment needed for staging to Motorola's factory staging facility in Schaumburg, Illinois [Customer Center for Solutions Integration (CCSi)].

8.4.4 Stage System

Motorola Responsibilities:

- Set up and rack the system equipment on a site-by-site basis, as it will be configured in the field at each of the transmitter/receiver sites.
- Cut and label cables according to the approved CDR documentation.
- Label the cables with to/from information to specify interconnection for field installation and future servicing needs.
- Complete the cabling/connecting of the subsystems to each other ("connectorization" of the subsystems).
- Assemble required subsystems to assure system functionality.
- Power up, program, and test all staged equipment.
- Confirm system configuration and software compatibility to the existing system.
- Load application parameters on all equipment according to input from Systems Engineering.
- Complete programming of the Fixed Network Equipment.
- Inventory the equipment with serial numbers and installation references.
- Complete system documentation.
- Third party subsystems may be staged at the manufacturer's facilities and integrated in the field.
- Provide a Factory Acceptance Test Plan.

Customer Responsibilities:

- Review and approve proposed Factory Acceptance Test Plan.

Completion Criteria:

- System staging completed and ready for testing.

8.4.5 Perform Staging Acceptance Test Procedures

Motorola Responsibilities:

- Test and validate system software and features.
- Functional testing of standard system features.
- Power-up site equipment and perform standardized functionality tests.

Customer Responsibilities:

- Attend Factory Acceptance Testing. (If required)
- Pay for travel, lodging, meals, and all incidental expenses for Customer personnel and representatives to witness the Factory Acceptance Testing.
- Approve Factory Acceptance Testing.

8.4.6 Ship Equipment to Field

Motorola Responsibilities:

- Pack system for shipment to final destination.
- Arrange for shipment to the field.

Customer Responsibilities:

- None.

Completion Criteria:

- Equipment ready for shipment to the field.

8.4.7 CCSi Ship Acceptance (Milestone)

- All equipment shipped to the field.

8.5 Civil Work for the Customer-Provided Facilities

Motorola Responsibilities:

- Provide electrical requirements for each equipment rack to be installed in the Customer-provided facilities.(If Required)
- Provide heat load for each equipment rack to be installed in the Customer-provided facilities. (If Required)

Customer Responsibilities:

- Provide adequate HVAC, grounding, lighting, cable routing, and surge protection (also, among existing and Motorola-provided equipment) based upon Motorola's Standards and Guidelines for Communication Sites (R56). Provide obstruction-free area for the cable run between the demarcation point and the communications equipment.
- Complete all customer deliverables in accordance within the approved project schedule.

Completion Criteria:

- All sites are ready for equipment installations in compliance with Motorola's R56 standards.

8.6 System Installation

8.6.1 Install Fixed Network Equipment

Motorola Responsibilities:

- Receive and inventory all equipment.
- Install system equipment as specified by the Equipment List, System Description, and system drawings.

  Interference:

  - Motorola is not responsible for interference caused or received by the Motorola provided equipment except for interference that is directly caused by the Motorola-provided transmitter(s) to the Motorola-provided receiver(s). Should Nassau County system experience interference, Motorola can be contracted to investigate the source and recommend solutions to mitigate the issue.
- Bond the supplied equipment to the site ground system in accordance with Motorola's R56 standards.
- Will remove existing equipment.
- Will not relocate existing equipment to a location designated by the Customer.
- Will not dispose of existing equipment.
- Customer understands system down time will be required for upgrade to be completed.

Master Site/Prime

- Install a new CCSI staged 7.11 M2 Master site rack
- Install 3 (Qty) GCM8000 comparators
- Install 4 HP2610 swiches
- Install 1 (Qty) Nice IP recorder
  - Relocate or remove the following Master site equipment

- Remove PDG from Rack1
- Relocate elite server to Rack 1
- Remove the DMZ and LAN switch 3, PN, Border and GGSN from Rack 2
- Relocate SSC Routers to Rack 2
- Relocate Moscad RTU and PB to Rack1

- Replace the Master site Network Manager and the Remote Network Manager client with HPZ400s

Remote Sites

- Replace all HP2626 switches with HP2610 (Two per site)
- Install 1 GGM Router (One per site)

Customer Responsibilities:

- Provide secure storage for the Motorola-provided equipment, at a location central to the sites. Motorola coordinates the receipt of the equipment with the Customer's designated contact, and inventory all equipment.
- Provide access to the sites, as necessary.

Completion Criteria:

- Fixed Network Equipment installation completed and ready for optimization.

8.6.2 Fixed Network Equipment Installation Complete

- All fixed network equipment installed and accepted by the Customer.

8.6.3 Complete 7.11 Software Upgrades

Master/Prime Site:

- Upgrade GCP 8000 Controllers
- Upgrade SDM3000 and S6000s

Yulee Remote:

- Upgrade GTR6000s
- Upgrade SDM3000/RMUX

Callahan:

- Upgrade GTR6000s
- Upgrade SDM3000/RMUX

Bryceville:

- Upgrade GTR6000s
- Upgrade SDM3000/RMUX

Fernandina Beach:

- Upgrade GTR6000s
- SDM3000/RMUX

Hilliard:

- Upgrade GTR6000s
- SDM3000/RMUX

8.6.4 Console Installation

Motorola Responsibilities:

- Nassau County Sheriff's Office
  - Install 1 (Qty) Console equipment rack, includes 5 (Qty) CCGW
  - Install 6 (Qty) MC7500s
- Fernandina Beach Police Department
  - Install 1 (Qty) Console equipment rack, includes 5 (Qty) CCGW
  - Install 6 (Qty) MC7500s
- Connect the Customer-supplied, previously-identified circuits into the console to a demarcation point.
- Program talkgroups and conventional channels to be recorded by the NICE IP Recorder.
- Connect all existing conventional channels to the new Conventional Channel IP Gateways. Install a dedicated Local Area Network (LAN) at each dispatch center to connect the proposed console positions.
- Connect the appropriate equipment to the Customer-supplied ground system in accordance with Motorola's R56 Site Installation standards. (if Customer-provided)
- Perform the console programming, based on the console templates designed during the fleetmapping process.
- For consoles not located at the master site, additional network link resources will be required, as identified in the network diagram provided by Motorola.

Customer Responsibilities:

- Provide demarcation point for console interface.

Completion Criteria:

- Console installation is complete.

8.6.5 Console Installation Complete

- Console installation completed and accepted by the Customer.

8.6.6 System Installation Acceptance (Milestone)

- All equipment installations are completed and accepted by the Customer.

8.7 System Optimization

8.7.1 Optimize System FNE

Motorola Responsibilities:

- Verify that all equipment is operating properly and that all electrical and signal levels are set accurately.
- Verify that all audio and data levels are at factory settings.
- Check forward and reflected power for all radio equipment, after connection to the antenna systems, to verify that power is within tolerances.
- Motorola and its subcontractors optimize each subsystem.
- Check audio and data levels to verify factory settings.
- Verify communication interfaces between devices for proper operation.
- Test features and functionality are in accordance with manufacturers' specifications and that they comply with the final configuration established during the CDR/system staging.
- Test and optimize the system.
- Set up the consoles on the new radio system to perform the dispatching operation.

Customer Responsibilities:

- Provide access/escort to the sites.
- Provide required radio ID and alias information to enable alias database setup for interface to console.
- Define the logging recorder inputs by talkgroup and conventional channels. (Logging Recorder - If Applicable)

Completion Criteria:

- System FNE optimization is complete.

8.7.2 Link Verification

Motorola Responsibilities:

- Perform test to verify site link performance, prior to the interconnection of the Motorola-supplied equipment to the link equipment.

Customer Responsibilities:

- Make available the required links which meet the specifications supplied by Motorola at the CDR.

Completion Criteria:

- Link verification successfully completed.

8.7.3 Optimization Complete

- System optimization is completed. Motorola and the Customer agree that the equipment is ready for acceptance testing.

8.8 Training

8.8.1 Perform Training

Motorola Responsibilities:

- Finalize training schedules purchased as part of this project with the Customer Project Manager.
- Conduct the training classes outlined in the Training Plan.

Customer Responsibilities:

- Attend training classes.
- Comply with the prerequisites in the Training Plan.

Completion Criteria:

- All training classes completed.

8.8.2 Training Complete

- All training classes completed.

8.9 Audit and Acceptance Testing

8.9.1 Perform Equipment Testing

Motorola Responsibilities:

- Test individual components of the system to verify compliance to the equipment specifications.
- Repeat any failed test(s) once Motorola (or the Customer) has completed the corrective action(s).
- Prepare documentation of component tests to be delivered as part of the final documentation package.

Customer Responsibilities:

- Witness tests if desired.

Completion Criteria:

- Successful completion of equipment testing.

8.9.2 Perform Functional Testing

Motorola Responsibilities:

- Verify the operational functionality and features of the individual subsystems and the system supplied by Motorola, as contracted.
- If any major task as contractually described fails, repeat that particular task after Motorola determines that corrective action has been taken.
- Document all issues that arise during the acceptance tests.
- Document the results of the acceptance tests and present to the Customer for review.
- Resolve any minor task failures before Final System Acceptance.

Customer Responsibilities:

- Witness the functional testing.

Completion Criteria:

- Successful completion of the functional testing.
- Customer approval of the functional testing.

8.9.3 System Acceptance Test Procedures (Milestone)

- Customer approves the completion of all the required tests.

8.10 Finalize

8.10.1 Cutover

Motorola Responsibilities:

- Motorola and the Customer develop a mutually agreed upon cutover plan specific to the existing simulcast system replacement to IP Simulcast based upon discussions held during the CDR as this is the most intrusive part of the cutover that will require a detailed plan.
- During cutover, follow the written plan and implement the defined contingencies, as required.
- Conduct cutover meeting(s) with user group representatives to address both how to mitigate technical and communication problem impact to the users during cutover and during the general operation of the system.

- Systems engineering will initiate a draft Staging Factory Acceptance Test and Field Acceptance Test which will be presented and discussed for approval at the Customer Design Review (CDR).
- The installation and cut-over will need to be discussed in detail at the CDR and mutually agreed upon between Motorola and the County.

Customer Responsibilities:

- Attend cutover meetings and approve the cutover plan.
- Notify the user group(s) affected by the cutover (date and time).
- Conduct a roll call of all users working during the cutover, in an organized and methodical manner.

Completion Criteria:

- Successful migration from the old system to the new system.

8.10.2 Resolve Punchlist

Motorola Responsibilities:

- Work with the Customer to resolve punchlist items, documented during the Acceptance Testing phase, in order to meet all the criteria for final system acceptance.

Customer Responsibilities:

- Assist Motorola with resolution of identified punchlist items by providing support, such as access to the sites, equipment and system, and approval of the resolved punchlist item(s).

Completion Criteria:

- All punchlist items resolved and approved by the Customer.

8.10.3 Transition to Service/Project Transition Certificate

Motorola Responsibilities:

- Review the items necessary for transitioning the project to warranty support and service.
- Provide a Customer Support Plan detailing the warranty and post-warranty support, if applicable, associated with the Contract equipment.
- Provide additional information regarding post-warranty support, included in the Warranty/Post-Warranty section of this document.

Customer Responsibilities:

- Participate in the Transition Service/Project Transition Certificate (PTC) process.
- Subscribe to SUA II for a minimum of two years.

Completion Criteria:

- All service information has been delivered and approved by the Customer.

8.10.4 Finalize Documentation

Motorola Responsibilities:

- Provide an electronic as-built system manual on a Compact Disk (CD). The documentation will include the following:
  - System-Level Diagram
  - Site Block Diagrams
  - Site Floor Plans
  - ATP Test Checklists
  - Functional Acceptance Test Plan Test Sheets and Results
  - Equipment Inventory List
  - Console Programming Template (where applicable)

Customer Responsibilities:

- Receive and approve all documentation provided by Motorola.

Completion Criteria:

- All required documentation is provided and approved by the Customer.

8.10.5 Final Acceptance (Milestone)

- All deliverables completed, as contractually required.
- Final System Acceptance received from the Customer.

8.11 Project Administration

8.11.1 Project Status Meetings

Motorola Responsibilities:

- Motorola Project Manager, or designee, will attend all project status meetings with the Customer, as determined during the CDR.
- Record the meeting minutes and supply the report.
- The agenda will include the following:
  - Overall project status compared to the Project Schedule.
  - Product or service related issues that may affect the Project Schedule.
  - Status of the action items and the responsibilities associated with them, in accordance with the Project Schedule.
  - Any miscellaneous concerns of either the Customer or Motorola.

Customer Responsibilities:

- Attend meetings.
- Respond to issues in a timely manner.

Completion Criteria:

- Completion of the meetings and submission of meeting minutes.

8.11.2 Preliminary Project Schedule

The project schedule details the projected timeline for completing the required tasks to successfully implement Nassau County's Upgrade. During the Contract Design Review meeting following contract award, Motorola's Project Manager will present a baseline project schedule to Nassau County based upon knowledge and timeline goals learned during the Kickoff Meeting with Nassau County.

Preliminary Project Schedule

Date	Milestone
Start	Contract Execution
Within 30 days	Contract Design Review (CDR)
Months 2	Equipment manufacturing
Months 3	Fixed Network Equipment installation
Month 4	Optimization and Testing
Month 5	Training Completed
Month 6	Cutover, Conditional Acceptance
Month 7	Final Acceptance

8.11.3 Progress Milestone Submittal

Motorola Responsibilities:

- Submit progress (non-payment) milestone completion certificate/documentation.

Customer Responsibilities:

- Approve milestone, which will signify confirmation of completion of the work associated with the scheduled task.

Completion Criteria:

- The Customer approval of the Milestone Completion document(s).

8.11.4 Change Order Process

- 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.

Proposal for

Nassau County, Florida

7.4 to 7.11 Upgrade

October 17, 2011

5208 Pheasant Run Court, Ponte Vedra Beach, FL 32082

MOTOROLA SOLUTIONS

Motorola Solutions, Inc.
1303 E. Algonquin Rd.
Schaumburg, IL 60196
USA

October 17, 2011

Mr. Guy Riner, Systems Administrator
Nassau County Board of County Commissioners
96135 Nassau Place
Yulee, FL 32097

Subject: Proposal for 7.4 to 7.11 Upgrade

Dear Guy:

Motorola Solutions, Inc. ("Motorola") is pleased to present Nassau County, Florida ("County") with this proposal for 7.4 to 7.11 System Upgrade. Since the implementation of Nassau County's ASTRO® 25 System in 2006, Motorola has released seven software updates. Be assured that Nassau's original investment in ASTRO 25 remains sound. However, as with other IT systems, which leverage products from multiple original equipment manufacturer (OEM) partners, over time, due to normal advancements in technology, individual components within the ASTRO 25 platform will require update and replacement. In order to maintain supportability with maximum access to spare parts and technical support, we strongly recommend Nassau County to consider a system upgrade from release 7.4 to 7.11.

This system upgrade will include version updates for both Motorola manufactured and third-party OEM software and include replacement of certain discontinued hardware (i.e. third-party OEM servers, clients, routers, and switches). Not only will this upgrade ensure continued operation of the ASTRO 25 system, it will provide performance and feature enhancements.

Our primary goal is to provide the County with a solution that improves the safety level of your employees and citizens. Simultaneously, we are committed to contributing to the County's increased productivity and organizational profitability, while always ensuring customer satisfaction.

Motorola's proposal is subject to the attached Communications System Agreement and its Exhibits or, in the alternative, a negotiated version thereof. The team at Motorola will negotiate in good faith to arrive at a contract that best serves the interests of all parties involved.

The information in this proposal is a final design and comprehensive firm pricing valid through and including December 31, 2011. We look forward to your positive review of our proposal, to subsequent discussions, and to helping Nassau County achieve its communications goals and objectives now and into the future. Questions or inquiries may be addressed to Michelle Poole at 904-814-9938.

Sincerely,

Motorola Solutions, Inc.

Marshall Wright
MSSSI Vice President & Director, Sales

Table of Contents

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Section 1. Executive Summary

Introduction

Nassau County's ASTRO® 25 system is an integrated end-to-end solution designed for delivery of mission-critical land mobile radio services. The foundation of the ASTRO 25 platform is an information technology (IT)-based core that incorporates both Motorola Solutions and commercially developed software and hardware products. The embedded components of the ASTRO 25 system take advantage of the latest technology available through Motorola and its partners to provide an optimized standards-based solution that could not otherwise be developed in-house alone. Similar to other IT systems that leverage products from multiple original equipment manufacturer (OEM) partners, over time, due to normal advancements in technology, individual components within the ASTRO 25 platform will require update and replacement.

ASTRO 25 Lifecycle Planning

Lifecycle planning for the ASTRO 25 system is essential to ensure maximum availability and utility to the end users, and to protect the stakeholders' investment in the platform. As with IT computing platforms and other enterprise business systems, the pace of technology obsolescence is primarily driven by commercial OEM products that frequently change and transition into declining levels of support and availability. Consequently, systems without a plan for regular updates can become increasingly difficult and expensive to repair and may also become more vulnerable to security attacks. Additionally, non-current systems may not be able to take advantage of advancements in technology, which may provide enhanced features and performance, and may limit the ability to expand. Development of a lifecycle plan provides a roadmap for anticipating and implementing actions to address obsolescence and support limitations.

A well-developed lifecycle plan provides several benefits to the system owner and users of the system along 6 critical dimensions:

A. **Operations sustainment** – Ability to maintain highest level of performance and functionality of the system operations.
B. **Network security and information assurance** – Protection against system vulnerabilities that may compromise network security and confidential information. Compliance to mandated security requirements (NIST 800-53, NENA NG911, DHS 4300, DOD 8500.2, etc).

C. **Support for growth and expansion** – Ability to add users, channel and features; expand system coverage and capabilities, and/or add-on new agencies.
D. **Fiscal stability** – Planned fiscal approach for system maintenance mitigating risk of unplanned expenses. Inability to fund required maintenance services can result in degradation of operation.
E. **Conformance to grant provisions** – Conformance with DHS Grant funding requirements (e.g. SAFECOM 111890) which dictate compliance to security, interoperability, and system maintenance provisions.
F. **CapEx ROI** – Protection against premature deterioration and obsolescence, and extension of the system lifespan thereby reducing the total cost of ownership.

Motorola Solutions Commitment to ASTRO 25

Motorola is committed to supporting the ASTRO 25 platform for an extended period of time. Support coverage for the platform is aligned with the typical system lifespan customers' experience, which often spans across multiple decades. To sustain the platform lifespan, Motorola makes ongoing investments to regularly refresh the underlying components to address normal technology obsolescence and apply security safeguards. A primary goal of technology refresh is to maximize backwards compatibility thereby mitigating the need to replace the entire platform.

Motorola works closely with both customers and government to ensure that solutions offered meet stated requirements and regulations. The product development process for the ASTRO 25 platform is designed to coordinate with standards bodies, regulatory agencies, customer needs, and technology advancements. As a result, the ASTRO 25 platform is designed with Project 25 standards to ensure fully interoperable digital communications.

Motorola also works with its technology partners to incorporate new product versions into the ASTRO 25 platform through a system certification process, thus ensuring compatibility of new third-party products. As products are discontinued due to technology obsolescence, Motorola incorporates replacement versions thereby avoiding the need to replace the entire platform. The certification process also enables Motorola to continue support for discontinued third-party products, in some cases several years beyond the last general availability date from the OEM.

Section 2. System Description

The concept is that the current outdated 7.4 Master site that includes the server cabinet 1 and switch rack 3 along with the old PDG (on rack 1) will be replaced with a release 7.11 M2 Master site. Due to virtualization of various servers, the new M2 Master site will be all on a single rack.

Following are the high-level details of the changes that will be made.

7.11 M2 Master Site on a Single Rack Staged and Tested At CCSi:

- Load subscriber data base (~ 600 units) in the field
- New IV&D Packet Data Gateway (PDG)
- New MOSCAD GMC Virtual Server
- New MOSCAD GWS Remote Client (Manager's Office)
- New CORE LAN Switches
- New NM/Zone Controllers
- New Juniper Firewall

Software/Firmware Upgrades for the Following:

- Gold Elite:
  - CEB Firmware
  - Console Elite Application
  - XP OS – no change
- MGEG Firmware Refresh
- AEB Firmware Refresh
- Subsystem refresh:
  - GCP8000 SC Controllers
  - ATac9600 Comparators
  - GTR 8000 Base Radios
  - SDM3000 RTUs
  - S6000 & ST2500 routers
  - Replace all HP2626 switches with HP2610 (2626 no longer available)
  - Replace the local NM & Remote NM client (Manager's Office) CPUs with HP Z400s

The rack drawing in Figure 2-1 illustrates the current Master site rack elevations. Cabinet 1 and rack 3 will be replaced by a single M2 Master rack (Figure 2-2). Some things could be done in advance prior to the installation of the M2 rack. Some components have to be relocated out of cabinet 1 and rack 3. Since this is a "ruthless" upgrade where there will be some site trunking time, the final switch to the new M2 would be done during the least traffic hours (usually means Sunday morning work). For this reason, the following are some of the tasks to get a better understanding of what could be done in advance of the change:

- Remove the PDG in rack 1 from service (IV&D not being used at this time)
- Move the Elite Server to rack 1 (no change to XP OS just new CDM/ADM to be loaded)
- Remove the DMZ & LAN Switch 3, PN, Border & GGSN routers from rack 2 (not used at this time and are being replaced)
- Relocate the TRAK to the top of rack 2
- Relocate the SSC router to rack 2
- Relocate the MOTOBRIDGE RGU to rack 2
- Relocate MOSCAD RTU and PBs to rack 1 or 2 (MOSCAD gateway will not be used in the new M2 Master)

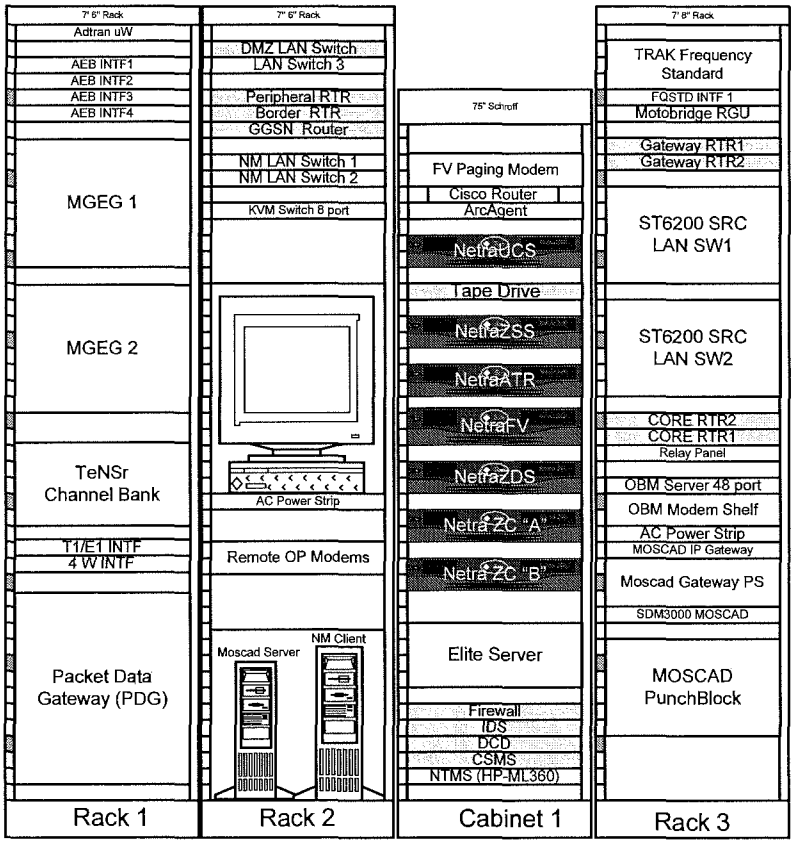

Figure 2-1: Current Master site rack elevations

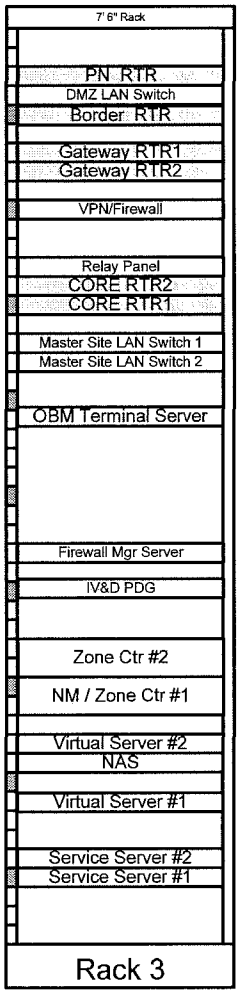

Figure 2-2: Single M2 Master rack

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Section 3. Statement of Work

3.1 Overview

Motorola Solutions ("Motorola") proposes the installation and configuration of the equipment defined in the System Description and Equipment List. The document delineates the general responsibilities between Motorola and Nassau County ("Customer") as agreed to by contract.

3.2 Motorola Responsibilities

Motorola's general responsibilities include the following:

- Conduct project kickoff meeting with customer to review project design and finalize requirements.
- Perform the installation of the Motorola-supplied equipment described above.
- Coordinate the activities of all Motorola subcontractors under this contract.
- Administer safe work procedures for installation.
- Define electrical requirements for each equipment rack to be installed in the Customer-provided facilities.
- Define heat load for each equipment rack to be installed in the Customer-provided facilities.
- Optimize equipment and verify that all equipment is operating properly and that all electrical and signal levels are set accurately.
- Test features and functionality are in accordance with manufacturers' specifications.
- Verify the operational functionality and features of the individual subsystems and the system supplied by Motorola, as contracted.
- If any major task as contractually described fails, repeat that particular task after Motorola determines that corrective action has been taken.
- Document all issues that arise during the acceptance tests.
- Document the results of the acceptance tests and present to the Customer for review.
- Resolve any punch list items before Final System Acceptance.

3.3 Nassau County Responsibilities

Nassau County will assume responsibility for the installation and performance of all other equipment and work necessary for completion of this project that is not provided by Motorola. Nassau County's general responsibilities include the following:

- Customer will provide a dedicated delivery point, such as a warehouse, for receipt, inventory, and storage of equipment prior to delivery to the site(s).
- Coordinate the activities of all Nassau County vendors or other contractors.
- Provide all buildings, equipment shelters, and towers required for system installation.
- Ensure communications sites meet space, grounding, power, and connectivity requirements for the installation of all equipment.
- Obtain all licensing, site access, or permitting required for project implementation.
- Obtain frequencies for project as required.
- Secure site lease/ownership, zoning, permits, regulatory approvals, easements, power, and Telco connections.
- Provide clear and stable access to the sites for transporting electronics and other materials. Sufficient site access must be available for trucks to deliver materials under their own power and for personnel to move materials to the facility without assistance from special equipment.
- Design and construct facilities for housing communications equipment such as shelters, towers, generators, fuel tanks, fenced compounds, etc.
- Supply adequately sized electrical service, backup power (UPS, generator, batteries, etc.) including the installation of conduit, circuit breakers, outlets, etc., at each equipment location. Provide AC power (dedicated 20 Amp AC outlets – simplex with ground) for each major piece of equipment within 6 feet of the location of the Motorola-supplied equipment, including the associated electrical service and wiring (conduit, circuit breakers, etc.).
- Provide adequate HVAC, grounding, lighting, cable routing, and surge protection (also, among existing and Motorola-provided equipment) based upon Motorola's "Standards and Guidelines for Communication Sites" Ceiling (minimum 9 feet) and cable tray heights (minimum 8 feet) in the equipment rooms in order to accommodate 7-foot, 6-inch equipment racks.
- Provide floor space and desk space (including desk furniture, as needed) for the System equipment at the Customer-provided facilities. Each rack shall be provided a minimum of 24-inch x 24-inch footprint with 36 inches clearance in the front and back.
- Relocate and/or removal of existing equipment, if needed, to provide required space for the installation of Motorola-supplied equipment.
- Bring grounding system up to Motorola's "Standards and Guidelines for Communication Sites" (R56) and supply a single point system ground, of 5 ohms or less, to be used on all FNE supplied under the Contract. Supply grounding tie point within 10 feet from the Motorola-supplied equipment.

- Provide all necessary wall or roof penetrations on existing buildings for antenna coax and microwave waveguide (if applicable) for main transmitter antennas, microwave radios, and control station Yagi antennas.
- Provide obstruction-free area for the cable run between the demarcation point and the communications equipment.
- Resolve any environmental issues including, but not limited to, asbestos, structural integrity (rooftop, water tank, tower, etc.) of the site, and any other building risks. (Resolve environmental or hazardous material issues).
- Arrange for space on the tower for installation of new antennas at the proposed heights.
- Perform structural analysis of existing tower and rooftops as required to confirm that the structure is capable of supporting proposed and future antenna loads.
- Supply all permits as contractually required.
- Supply interior building cable trays, raceways, conduits, and wire supports.
- Supply engineering and drafting as required for modifications to existing building drawings for site construction.
- Pay for usage costs of power and generator fueling, both during the construction and installation effort, and on an ongoing basis.
- Approved FCC licensing and modification provided by the Customer as needed.
- Any required system interconnections not specifically outlined here will be provided by the Customer, per Motorola specifications. Test results to confirm specification compliancy are required prior to equipment installation. Note: These may include dedicated phone circuits, microwave links, or other types of connectivity.
- No coverage guarantee is included in this proposal.
- Motorola is not responsible for interference caused or received by the Motorola-provided equipment except for interference that is directly caused by the Motorola-provided transmitter(s) to the Motorola-provided receiver(s). Should the Customer's system experience interference, Motorola can be contracted to investigate the source and recommend solutions to mitigate the issue.

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Section 4. Warranty and Maintenance

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.

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.)

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

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.

4.4 Statement of Work

ASTRO 25 System Upgrade Agreement II

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.

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.

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.

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.

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

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.

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.

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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)

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

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

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

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**

5.3 Leasing Option

MOTOROLA

Date: October 21, 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:	$968,719.00
Down Payment:	$0.00
Balance to Finance:	$968,719.00
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:	0.352915	0.218292	0.161840	0.120909
Lease Payment:	$352,468.71	$218,012.60	$161,632.48	$120,754.69
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 11/30/2011

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 3.56% 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 these 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 : .68%
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 1986. The interest portion of the Lease Payments shall be excludable from the Lessee'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 Stanecki
Motorola Customer Financing
847-538-4531

Motorola Customer Financing

Offering Creative Funding Solutions

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™

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Section 6. Contractual Documentation

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

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