

MOSCAD SYSTEM

PROPOSAL



Motorola Solutions, Inc.
10680 Treena Street, #200
San Diego, CA 92131
U.S.A.

June 21, 2019

Jon Walton
Chief Information Officer
Information Services Department
County of San Mateo
455 County Center, 3rd Floor
Redwood City, CA 94063

RE: MOSCAD Proposal

Dear Mr. Walton:

Motorola Solutions, Inc. ("Motorola") is pleased to have the opportunity to provide the County of San Mateo ("County") with a proposal for MOSCAD. The Motorola project team has taken great care to propose a fault management solution that will monitor equipment not monitored by the P25 Radio Network Infrastructure.

This proposal consists of a System Description, Equipment, Statement of Work, Project Schedule, Training, Warranty, and Pricing and is subject to the enclosed Communications System and Services Agreement "CSSA"). The County may accept the proposal by delivering a signed version of the CSSA to Motorola or by issuing a purchase order that states that is subject to the Motorola proposal dated June 21, 2019 v2. Price will be valid until December 12, 2019. Motorola would be pleased to address any concerns that the County may have regarding the proposal. Any questions can be directed to your Motorola Senior Account Executive, Rodney Hughes, at 805-390-7782.

We thank you for the opportunity to furnish the County with "best in class" solutions and look forward to working with you in the future. Our goal is to provide you with the best products and services available in the communications industry.

Sincerely,

MOTOROLA SOLUTIONS, INC.



Michael DeBenedetti
Area Sales Manager

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SYSTEM DESCRIPTION

Fault Management RTU provides primary environmental alarms for, entry, temperature, smoke, and equipment not monitored by the P25 Radio Network Infrastructure (RNI) like Zone channel banks and TRAK time standards. Each MOSCAD SDM3000 Remote Terminal Unit (RTU) can monitor up to 48 Digital Inputs (DI), 16 Digital Outputs (DO), and 8 Analog Inputs (AI). The RTU will relay the site and equipment status to a Graphics Master Computer (GMC) and the RNI Unified Event Manager (UEM) via Ethernet protocols for display to maintenance personnel.

This proposal includes Fault Management RTU hardware and software for 11 trunked remote sites plus the prime site, 6 Astro Repeater sites (ARS), and 5 conventional 800MHz sites.

1.1 DESCRIPTION

The Fault Management Remote Terminal Unit (RTU) collects alarm information, sends controls, and interprets metering information through interfaces with RF and environmental equipment.

The Fault Management RTU can be located at any ASTRO P25 site (trunked or conventional) and any non-P25 analog or digital (trunked or conventional) sites (Figure 1-1).

These include remote sites, sub-sites, prime sites, master sites, dispatch sites, etc.



Figure 1-1: Motorola Fault Management RTU

The Motorola Fault Management RTU is a single device which can integrate all alarms from supported devices at the RF site and other supported site types.

The Fault Management RTU supports scalable environmental I/O with RS232 & IP interfaces to many Motorola & non-Motorola devices (see list in Devices Supported section).



1.2 COMMUNICATIONS TO GMC DEVICE MANAGER (VIRTUALIZED AND NON-VIRTUALIZED)

Starting from ASTRO 7.16 the GMC Device Manager responsibilities will be transferred to UEM and the SDM3000 RTU will communicate only with the UEM.

In systems with ASTRO 7.16 or 7.17 after upgrade from pre-7.16 version and before conversion to new mode of operation with UEM as main manager, the SDM3000 RTU communicates with the SNT (SDM3000 Network Translator) over the RNI IP network. The SNT communicates with the GMC Device Manager over the RNI IP network. An SNT is required for the SDM3000 RTU to communicate with the GMC ([Figure 1-2](#) and [Figure 1-3](#) shown below).

For radio system releases beyond 7.17, Ethernet links are required for MOSCAD system connectivity.

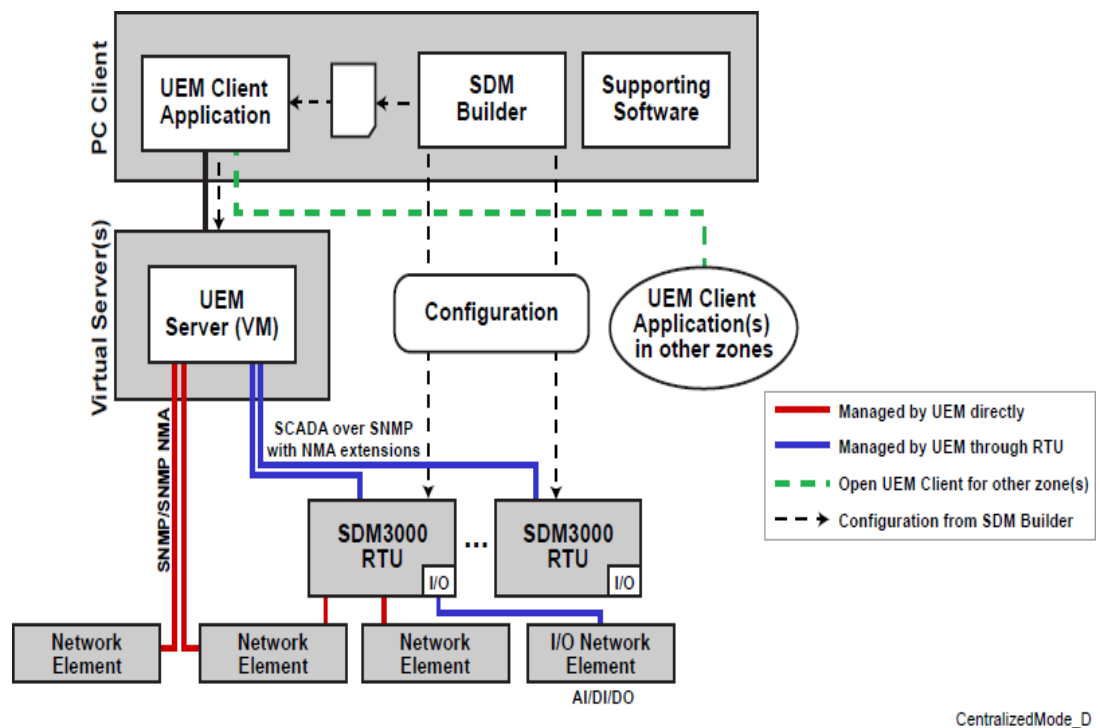
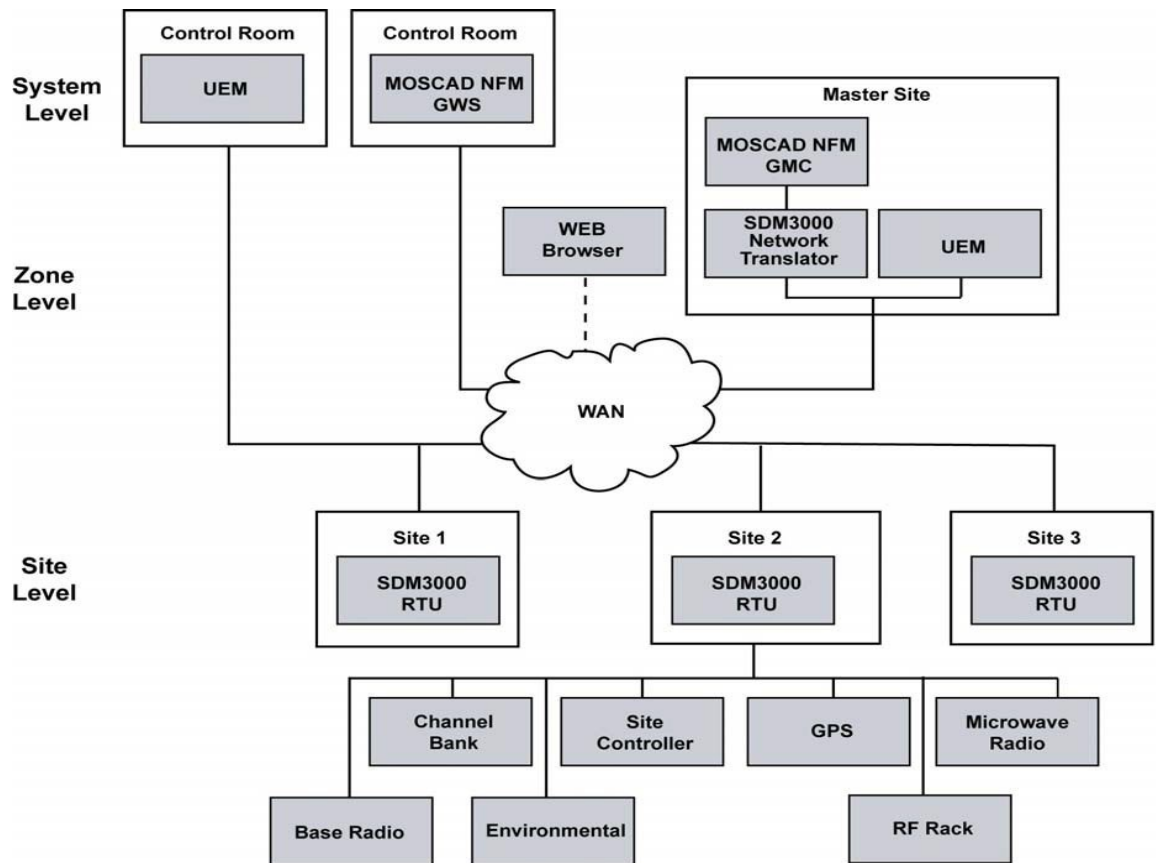


Figure 1-2: MOSCAD RTU and System Fault Management Components in an ASTRO 7.16



MOSCAD_NFM_system1_SNT

Figure 1-3: MOSCAD NFM System Components in an ASTRO 7.15 P25 system

1.2.1 SDM3000 RTU Web Server

The SDM3000 RTU can be configured to monitor many devices at the site even though the device may report directly to the UEM. This has the advantage of allowing an authorized technician to check the status of devices at the site without the need of someone to report what is being shown on the UEM or the MOSCAD NFM GMC.

A built-in Web Server on the SDM3000 RTU allows a System Technologist (ST) to use a browser to view alarms from all equipment and devices directly from the SDM3000 RTU while they are on site or remote (over the ASTRO network infrastructure). Access to the SDM3000 RTU requires the System Technologist to have the required interactive credentials.

The System Technologist does not need to have the microwave software on the service laptop, the ST does not need to have the controller software, or the GTR 8000 software, or the TRAK software. The ST only requires Internet Explorer versions 8 or 11.

Having a Web Server built into the unit is not unique; it is unique to be able to see the alarms for any of the many supported devices that may be at the site.

1.3 MICROWAVE RADIO INTERFACE

- Direct RS232 connection to each Microwave Radio:

- The SDM3000 RTU located at the site uses one RS232 port for each connection to the Microwave Radio's at that site.
- Polling Engine RS232 connection to primary Microwave Radio;
 - The Microwave radio system has its own virtual RS232 network with connections to each Microwave Radio. The SDM3000 RTU accesses the network through the RS232 port of the primary Microwave Radio. The SDM3000 RTU operates as a Polling Engine and communicates to each Microwave Radio over the virtual RS232 network.
- Direct RS232 connection to Microwave Radio Polling Engine:
 - The Microwave radio system has its own Polling Engine to access its own virtual RS232 network with connections to each Microwave Radio. The Microwave Radio Polling Engine stores the data of all the radios in the system. The SDM3000 RTU communicates to the Polling Engine and tells the Polling Engine to poll for data from all the Microwave Radios and then collects the information from the Polling Engine.
- Local IP SNMP connection to Microwave Radio(s):
 - The SDM3000 RTU located at the site uses one IP port cabled to the IP port of one of the Microwave Radios at the site. Each Microwave Radio at the site has a network card that allows it to communicate with the other Microwave Radios at the site. The SDM3000 RTU communicates over the Microwave Radio IP network to each of the Microwave Radios at the site.

Three manufacturers of Microwave Radios are supported: Microwave Network Incorporated, Aviat, and Alcatel.

1.4 ENVIRONMENTAL I/O INTERFACES

The SDM3000 RTU supports scalable environmental I/O to collect alarms and initiate controls through the various inputs, outputs and analog signals via the onboard Input and Output (I/O) board. Wiring from the RTU to the I/O is through punch blocks. Punch blocks are an orderable option with the RTU.

The Fault Management RTU provides dry/wet alarm inputs to site equipment such as doors, tower lights, UPS, security, third party devices, etc. Detailed specifications are provided in the product manuals.

1.4.1 SDM3000 RTU – 48 DI On Board Expandable to 336

The Fault Management RTU provides 0v-5v analog inputs for temperature sensors, fuel sensors, RF Power sensors, etc. Detailed specifications are provided in the product manuals.

1.4.2 SDM3000 RTU – 8 AI On Board Expandable to 56

The Fault Management RTU provides contact outputs to site equipment which can be controlled such as doors, generators, security, equipment switching, etc. Detailed specifications are provided in the product manuals. The Fault Management RTU Digital Outputs (DO) capacity is as follows:

- SDM3000 RTU – 16 DO on board expandable to 112.

1.4.3 SDM3000 I/O Expansion Unit

Up to six SDM3000 I/O Expansion Units can be added to the SDM3000 RTU. There are two models of I/O Expansion Units and these can be mixed to expand the I/O capacity of the SDM3000 RTU.

- I/O Expansion Unit with AI which includes – 48 DI, 16 DO, 8 AI
- I/O Expansion Unit without AI which includes – 48 DI, 16 DO

The SDM3000 RTU has an I/O expansion port (IN) which connects to the 1st I/O Expansion Unit. Each I/O Expansion Unit has an (IN) and (OUT) port which allows the expansion units to be chained together.

Each I/O Expansion Unit is powered separately and power supplies are ordered the same as would be ordered for the SDM3000 RTU.

1.4.4 R-MUX Interface to SDM3000 RTU

The RS-232 multiplexer is required when the amount of RS232 ports on the SDM3000 exceeds its maximum of five ports. The SDM3000 RTU interfaces to both the R-MUX 1004 RS-232 multiplexer and the R-MUX 1001 Cascaded RS-232 multiplexer.

R-MUX 1004 – One serial port of the SDM3000 RTU connects to one input port of the 1004. The 1004 supports up to four RS232 inputs from the SDM3000 RTU.

- The R-MUX 1004 unit can interface to the RS232 RSS port of the Analog Quantar, the RS232 alarm port of the TeNSr Channel Bank or the RS232 configuration port of the TeNSr Channel Bank.
- Each input of the 1004 is multiplexed to four RS232 outputs.
- Each of the four RS232 outputs must connect to the same type of device/port. I.e., all Quantar RSS ports, or all TeNSr alarm ports, or all TeNSr configuration ports.

R-MUX 1001 – One serial port of the SDM3000 RTU connects to one input port of the 1001. The 1001 supports two RS232 inputs from the SDM3000 RTU.

- The R-MUX 1001 unit can interface to the RS232 configuration port of the TeNSr Channel Bank.
- Each input of the 1001 is multiplexed to eight RS232 outputs.
- Each of the eight RS232 outputs must connect to the same type of device/port. I.e., all TeNSr configuration ports.

NOTE: The 1001 cannot be used with the Quantar or TeNSr alarm ports.

1.5 ENVIRONMENTAL ALARM INPUT INTERFACE

The SDM3000 RTU supports wet or dry contact inputs which can interface to site equipment such as doors, tower lights, UPS, security, and other third party devices with alarm cards.

What is a wet or dry contact input?

A wet contact input means the device provides the source voltage. The SDM3000 RTU detects the voltage from the device to determine the alarm state.

- Wet contact Voltage: MAX VIN is 30VDC:
 - Polarity on input connectors = 5V positive with respect to ground
 - Input Voltage: OFF = Voltage < 0.8 VDC & ON = Voltage > 4 VDC

- A dry contact input means the SDM3000 RTU provides the source voltage and the device input is simply a resistive loop. The SDM3000 RTU detects the resistance from the device to determine the alarm state:
 - Dry Contact: Internal 5VDC power supply
 - Input Resistance: OFF = Resistance > 15kOhm & ON = Resistance < 1kOhm.

1.6 ANALOG EQUIPMENT INTERFACE

The SDM3000 RTU supports +/-5 VDC Analog Inputs. This support allows the SDM3000 RTU to connect to site equipment with compatible analog outputs such as temperature sensors, fuel sensors, RF Power sensors, etc.

The SDM3000 RTU analog input is set up with high and low alarm thresholds. Analog values are sent when the analog input is above or below the threshold. Values between the thresholds are sent when the SDM3000 RTU is synchronized with manager.

1.7 EQUIPMENT CONTROL INTERFACE

The SDM3000 RTU supports control outputs which can initiate controls (On/Off, Open/Close, Start/Stop) on equipment and devices with suitable inputs. Typical site equipment which can be controlled are doors, generators, security, lights, etc.

Refer to SDM3000 RTU Owner's Manual for current rating.

1.8 DEVICES SUPPORTED VIA IP & RS232

The SDM3000 RTU and XC RTU interface via Ethernet IP to devices via SNMP and FSP protocols.

The SDM3000 RTU and XC RTU serially interface (RS232) to devices by emulating the specific device protocol.

Through these interfaces the SDM3000 RTU and XC RTU can control, collect alarms, configure and change parameters of the device. These interfaces also allow the SDM3000 RTU and XC RTU to capture values such as RSSI, RF Power, BER, APC, Radio Errors, Unavailable Seconds, etc.

						Centralized mode
						Legacy mode
Device Alarms sent from SDM to UEM (centralized manager mode)						UEM
Device Alarms sent directly from device (not from SDM/XC) to UEM:						UEM
Device Alarms sent from SDM/XC to manager (Legacy mode):						UEM
Devices Supported by:						UEM
	SDM3000	XC	GMC	UEM		
SDM/XC DI (Alarm Inputs - Site Environmental, UPS, Door, Tower Lights, etc)	Y	Y	Y	Y	N	Y
SDM/XC DO (Control Outputs - Gen On/Off, Door Lock/Unlock, etc)	Y	Y	Y	Y	N	Y
SDM/XC AI (Analog Inputs - Air Temp, Forward/Reverse Power, Fuel Level, etc)	Y	Y	Y	N	N	Y
DIU (Digital Interface Unit)	N	Y	Y	N	N	N/S
CEB (Central Electronics Bank)	Y	Y	Y	N	N	N/S
TeNSr/IMACS Channel Bank	Y	Y	Y	Y	N	Y
TRAK 9100 GPS	Y	N	Y	Y	Y	Y
TRAK 8900 GPS	Y	N	N	N	Y	Y
Efratom GPS	Y	Y	Y	N	N	Y
MNI CM Series Microwave Radio	Y	Y	Y	Y	N	Y
MNI Proteous Series Microwave Radio	Y	N	Y	Y	N	Y
Aviat - Constellation, DVM, DVT, Megastar Microwave Radios	Y	Y	Y	Y	N	Y
Aviat - TR5000 Microwave Radios	Y	Y	Y	Y	N	Y
Aviat - Eclipse Microwave Radios	Y	Y	Y	Y	N	Y
Alcatel DMX3003, MDR4000, MDR5600, MDR6000, MDR7000, MDR8000 Microwave Radios	Y	Y	Y	Y	N	Y
Alcatel Fiel Polling Engine	Y	Y	Y	N	N	Y
Alcatel RDI3100 MUX	Y	Y	Y	N	N	Y
ATAC 3000 Receiver	Y	Y	Y	Y	N	Y
Quantar 9600 Receiver (IP)	Y	Y	Y	N	Y	Y
GPW8000 Receiver (Alarms via SNMP)	Y	Y	Y	Y	Y	N
GPW8000 Receiver (Alarms & Values via FSP)	Y	Y	Y	N	N	Y
ATAC 3000 Comparator (Serial)	N	Y	Y	Y	N	Y
ATAC 9600 Comparator (IP)	Y	Y	Y	N	Y	N
GCM8000 Trunking Comparator	Y	N	Y	N	Y	N
GCM8000 Conventional Comparator	Y	N	Y	N	Y	N
Mutual Aid Quantar "Serial"	Y	Y	Y	Y	N	Y
Quantar IR (Alarms via SNMP)	Y	Y	Y	N	Y	Y
Quantar IR (Alarms & Values via FSP)	Y	Y	Y	N	N	Y
Quantar MS BR (Multi Site Base Radio) (Alarms via SNMP)	Y	Y	Y	N	Y	Y
Quantar MS BR (Multi Site Base Radio) (Alarms & Values via FSP)	Y	Y	Y	N	N	Y
STR3000 MS BR (Multi Site Base Radio) (Alarms via SNMP)	Y	Y	Y	N	Y	Y
STR3000 MS BR (Multi Site Base Radio) (Alarms & Values via FSP)	Y	Y	Y	N	N	Y
STR3000 RS BR (Repeater Site Base Radio) (Alarms via SNMP)	Y	Y	Y	N	Y	Y
STR3000 RS BR (Repeater Site Base Radio) (Alarms & Values via FSP)	Y	Y	Y	N	N	Y
GTR8000 MS BR (Multi Site Base Radio) (Alarms via SNMP)	Y	N	Y	N	Y	N
GTR8000 MS BR (Multi Site Base Radio) (Alarms & Values via FSP)	Y	N	Y	N	N	Y
GTR8000 RS BR (Repeater Site Base Radio) (Alarms via SNMP)	Y	N	Y	N	Y	N
GTR8000 RS BR (Repeater Site Base Radio) (Alarms & Values via FSP)	Y	N	Y	N	N	Y
GTR8000 DC BR (Digital Conventional Base Radio) (Alarms via SNMP)	Y	N	Y	N	Y	N
GTR8000 DC BR (Digital Conventional Base Radio) (Alarms & Values via FSP)	Y	N	Y	N	N	Y
GTR8000 Mutual Aid DC BR (Digital Conventional Base Radio) (Alarms via SNMP)	Y	N	Y	N	Y	N
GTR8000 Mutual Aid DC BR (Digital Conventional Base Radio) (Alarms & Values via FSP)	Y	N	Y	N	N	Y
GTR8000 HPD (Alarms via SNMP)	Y	N	Y	N	Y	N
GTR8000 HPD (Alarms & Values via FSP)	Y	N	Y	N	N	Y
MTC9600 Multi Site Controller	Y	Y	Y	N	N	N/S
PSC9600 Site Controller	Y	Y	Y	N	Y	N
GCP8000 Site Controller (Trunked)	Y	N	Y	N	Y	Y
GCP8000 Site Controller (Conventional)	Y	N	Y	N	Y	N
GCP8000 HPD Site Controller	Y	N	Y	N	Y	N
GCP8000 Multi Site Controller	Y	N	Y	N	Y	N
RFDS	Y	N	Y	Y	N	Y
GPB8000 RDM (Reference Distribution Module for simulcast trunking)	Y	N	Y	Y	Y	N
IP Managed Devices for K1/2*	Y	N	Y	N	N	N
MTR2000 BR (Base Radio)	N	Y	Y	N	N	N/S

* IP Managed Devices for K1/2 include the following: PDR, RNG, GGSN, NTP Time Source, Firewall, Terminal Server, Conventional Gateways, Backhaul Ethernet Switches, Ethernet Switches, NICE Audio Loggers, NICE Audio Playback stations, Console AISs, CCGWs, Console Ops, Console VPMs
N/S - Not Supported

- Gray is 7.15
- Blue is 7.16

SECTION 2

EQUIPMENT LIST

Below is the tentative San Mateo County MOSCAD Equipment List:

Location	Type	Item	O	Qty	Part Number	Description
MASTER	GMC	1	-	1	SQM01SUM0273	MASTER SITE CONFIGURATION
MASTER	GMC	1	a	1	CA02634AA	ADD: MOSCAD NFM VIRTUAL APP A7.15_A3.1
MASTER	SNT	2	-	1	F4544	SITE MANAGER ADVANCED
MASTER	SNT	2	a	1	VA00905	ADD:24/48 VDC PS TO SM
MASTER	SNT	2	b	1	VA00873	ADD: SDM SNT FW CURR ASTRO REL
MASTER	WORKSTATION	3	-	2	TT3225	Z2 MINI WORKSTATION 258G 8G NON RET
MASTER	WORKSTATION	4	-	2	DSEV221B	TECH GLOBAL EVOLUTION SERIES 22INCH WITH TOUCH
MASTER	WORKSTATION	5	-	2	TT2177	INTOUCH RUNTIME 60K TAG W/O-I/O, V10.1, LIC ONLY
MASTER	WORKSTATION	6	-	2	TT2296	HYPERACCESS VERSION 9.0
MASTER	WORKSTATION	7	-	2	DDN9048	SERIAL/ IP 1 PORT SEAT LICENSE
MASTER	WORKSTATION	8	-	2	T7885	MCAFFEE WINDOWS AV CLIENT
PRIME SITE	NFM_RTU	9	-	1	F4544	SITE MANAGER ADVANCED
PRIME SITE	NFM_RTU	9	a	1	VA00872	ADD: SDM ASTRO RTU FW CURR ASTRO REL
PRIME SITE	NFM_RTU	9	b	1	VA00905	ADD:24/48 VDC PS TO SM
PRIME SITE	NFM_RTU	9	c	3	V592	AAD TERM BLCK & CONN WI
PRIME SITE	NFM_LIC	10	-	1	F4528	GMC_PER_DEVICE_SW_LICENSES
PRIME SITE	NFM_LIC	10	a	1	V809	GMC_SW_LIC_PER_NFM-RTU_I-O
PRIME SITE	NFM_LIC	10	b	1	V838	GMC_SW_LIC_PER_TRAK_GPS
PRIME SITE	NFM_LIC	10	c	10	VA00310	GMC_SW_LIC_PER_GCM8000_COMP
PRIME SITE	NFM_LIC	10	d	2	V206	GMC_SW_LIC_PER_GCP8000_MS_CONTR
PRIME SITE	NFM_LIC	11	-	1	F2463	RTU_PER_DEVICE_SW_LICENSES
PRIME SITE	NFM_LIC	11	a	1	V839	RTU_SW_LIC_PER_NFM-RTU_I-O
PRIME SITE	NFM_LIC	11	b	1	V838	RTU_SW_LIC_PER_TRAK_GPS
PRIME SITE	NFM_LIC	11	c	10	V835	RTU_SW_LIC_PER_GCM8000_COMP
PRIME SITE	NFM_LIC	11	d	2	VA00325	RTU_SW_LIC_PER_GCP8000_MS_CONTR
REMOTE SITES	NFM_RTU	12	-	11	F4544	SITE MANAGER ADVANCED



Location	Type	Item	O	Qty	Part Number	Description
REMOTE SITES	NFM_RTU	12	a	11	VA00905	ADD:24/48 VDC PS TO SM
REMOTE SITES	NFM_RTU	12	b	11	VA00872	ADD: SDM ASTRO RTU FW CURR ASTRO REL
REMOTE SITES	NFM_RTU	12	c	33	V592	AAD TERM BLCK & CONN WI
REMOTE SITES	NFM_LIC	13	-	11	F4528	GMC_PER_DEVICE_SW_LICENSES
REMOTE SITES	NFM_LIC	13	a	11	V809	GMC_SW_LIC_PER_NFM-RTU_I-O
REMOTE SITES	NFM_LIC	13	b	11	V838	GMC_SW_LIC_PER_TRAK_GPS
REMOTE SITES	NFM_LIC	13	c	110	V843	GMC_SW_LIC_PER_GTR8000_MS_BR
REMOTE SITES	NFM_LIC	13	d	22	V206	GMC_SW_LIC_PER_GCP8000_MS_CONTR
REMOTE SITES	NFM_LIC	13	e	22	VA00336	GMC_SW_LIC_PER_GPB8000_RDM
REMOTE SITES	NFM_LIC	14	-	110	F2463	RTU_PER_DEVICE_SW_LICENSES
REMOTE SITES	NFM_LIC	14	a	11	V839	RTU_SW_LIC_PER_NFM-RTU_I-O
ASR SITES	NFM_RTU	15	-	6	F4544	SITE MANAGER ADVANCED
ASR SITES	NFM_RTU	15	a	6	VA00905	ADD:24/48 VDC PS TO SM
ASR SITES	NFM_RTU	15	b	6	VA00872	ADD: SDM ASTRO RTU FW CURR ASTRO REL
ASR SITES	NFM_RTU	15	c	18	V592	AAD TERM BLCK & CONN WI
ASR SITES	NFM_LIC	16	-	6	F4528	GMC_PER_DEVICE_SW_LICENSES
ASR SITES	NFM_LIC	16	a	6	V809	GMC_SW_LIC_PER_NFM-RTU_I-O
ASR SITES	NFM_LIC	16	b	30	V843	GMC_SW_LIC_PER_GTR8000_MS_BR
ASR SITES	NFM_LIC	16	c	12	V206	GMC_SW_LIC_PER_GCP8000_MS_CONTR
ASR SITES	NFM_LIC	17	-	30	F2463	RTU_PER_DEVICE_SW_LICENSES
ASR SITES	NFM_LIC	17	a	6	V839	RTU_SW_LIC_PER_NFM-RTU_I-O
ASR SITES	NFM_LIC	17	b	30	VA00312	RTU_SW_LIC_PER_GTR8000_MS_BR
ASR SITES	NFM_LIC	17	c	12	VA00318	RTU_SW_LIC_PER_GCP8000_S_CONTR
800MHz SITES	NFM_RTU	18	-	5	F4544	SITE MANAGER ADVANCED
800MHz SITES	NFM_RTU	18	a	5	VA00905	ADD:24/48 VDC PS TO SM
800MHz SITES	NFM_RTU	18	b	5	VA00872	ADD: SDM ASTRO RTU FW CURR ASTRO REL
800MHz SITES	NFM_RTU	18	c	15	V592	AAD TERM BLCK & CONN WI
800MHz SITES	NFM_LIC	19	-	5	F4528	GMC_PER_DEVICE_SW_LICENSES
800MHz SITES	NFM_LIC	19	a	5	V809	GMC_SW_LIC_PER_NFM-RTU_I-O
800MHz SITES	NFM_LIC	19	b	5	V838	GMC_SW_LIC_PER_TRAK_GPS
800MHz SITES	NFM_LIC	19	c	25	V843	GMC_SW_LIC_PER_GTR8000_MS_BR
800MHz SITES	NFM_LIC	19	d	6	V206	GMC_SW_LIC_PER_GCP8000_MS_CONTR
800MHz SITES	NFM_LIC	20	-	25	F2463	RTU_PER_DEVICE_SW_LICENSES

Location	Type	Item	O	Qty	Part Number	Description
800MHz SITES	NFM_LIC	20	a	6	V839	RTU_SW_LIC_PER_NFM-RTU_I-O
800MHz SITES	NFM_LIC	20	b	30	VA00312	RTU_SW_LIC_PER_GTR8000_MS_BR
800MHz SITES	NFM_LIC	20	c	12	VA00318	RTU_SW_LIC_PER_GCP8000_S_CONTR
FRU	RTU_SPARE	21	-	1	F4544	SITE MANAGER ADVANCED
FRU	RTU_SPARE	21	a	1	VA00905	ADD:24/48 VDC PS TO SM
FRU	RTU_SPARE	21	b	1	VA00872	ADD: SDM ASTRO RTU FW CURR ASTRO REL

SECTION 3

ACCEPTANCE TEST PLAN

To be mutually developed by Motorola and the County during the Design Review.



STATEMENT OF WORK

4.1 OVERVIEW

Motorola proposes the installation and configuration of the equipment defined in the System Description and Equipment List. This section delineates the general responsibilities between Motorola and San Mateo County (“Customer”) as agreed to by contract.

4.2 MOTOROLA RESPONSIBILITIES

Motorola’s responsibilities include the following:

- Conduct project kickoff meeting with the Customer.
- Conduct design review meeting with Customer to review project design and finalize implementation requirements.
- Provide the Customer with the appropriate system interconnect specifications.
- Define link specifications for each link required for the proposed system.
- Define electrical requirements for the new equipment at each site to be installed in the Customer-provided racks and facilities.
- Freeze the design for equipment ordering, and process the equipment order.
- Stage the MOSCAD system equipment at Motorola’s Customer Center for Solutions Integration (CCSi) in Elgin, Illinois. No Customer witness test included.
- Ship equipment to the field.
- Perform an equipment inventory.
- Transport equipment to the installation locations.
- Schedule the implementation in agreement with the Customer.
- Coordinate the activities of all Motorola subcontractors under this contract.
- Administer safe work procedures for installation.
- Master Site - Install Motorola-supplied equipment
 - Permanently install the new workstation on desk space or rack shelf space provided by the County.
 - Permanently install the new SDM3000 in existing rack space provided by the County.
- COB2 Co-located Prime Site and Remote Site - Install Motorola-supplied equipment
 - Permanently install the new workstation on desk space or rack shelf space provided by the County.
 - Permanently install the new SDM3000 in existing rack space provided by the County.
 - Install, cable, and ground the three (3) new punchblocks on wall board space provided by the County.
 - Connect up to 16 connections from County-supplied inputs to the new punchblocks. Assume inputs are within 50’ of the new punchblocks.



- Remote Sites (Qty: 21) - Install Motorola-supplied equipment
 - The 21 remote sites are:

<ol style="list-style-type: none"> 1. Burlingame Fire 2. Half Moon Bay 3. EPA 4. HOJ 5. La Honda Fire 6. Cross Hill 7. Foster City TCI 8. Pescadero 9. Brisbane Ice 10. Huddart Park 11. Pillar Point 	<ol style="list-style-type: none"> 12. Pigeon Point 13. Towne Ridge 14. Hostel Sam 15. Sweeney Ridge 16. North Peak 17. San Bruno/Nike 18. Skylawn 19. Pise Lookout 20. Rolph Hill 21. San Carlos
--	---
 - Permanently install, cable, and ground the new SDM3000 in existing rack space provided by the County.
 - Install, cable, and ground the three (3) new punchblocks on wall board space provided by the County.
 - Connect up to 16 connections from County-supplied inputs to the new punchblocks. Assume inputs are within 50' of the new punchblocks.
- MOSCAD System Programming
- Perform MOSCAD Network Fault Management (NFM) Operator Training (Instructor-Led, 1 day session, up to 10 participants) in San Mateo County.
- Perform MOSCAD System Cutover
- Perform the Functional Acceptance Test Plan (ATP)
 - Test features and functionality are in accordance with manufacturers' specifications.
 - Verify the operational functionality and features of the MOSCAD 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.
- Transition the new MOSCAD system to warranty.
- Remove and recycle the legacy MOSCAD equipment after Cutover.
- Resolve any punch list items before Final System Acceptance.
- Provide as-built documentation (DVD) for each installation location including only those existing drawings impacted by this project (System Block Diagram and Site Rack-face Layouts).
- Conduct Final Acceptance

4.3 SAN MATEO COUNTY RESPONSIBILITIES

San Mateo 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. San Mateo County's general responsibilities include the following:

- Provide a single point of contact for the duration of the project.
- Participate in the Kick-off meeting and Design Review for the project.
- Review and approve final design documentation prior to implementation.
- Provide a dedicated delivery point for receipt, inventory, and storage of equipment prior to installation at each site.

- Provide rack space, desk space, and wall board space for the System equipment at the Customer-provided facilities.
 - Provide rack shelf space or desk space for the two (2) new Client Workstations located at the Master Site and at COB2 (co-located prime site and remote site).
 - Provide rack space for the new SDM3000 at 24 sites (Master Site, COB2, and 21 remote sites)
 - Provide wall board space at 22 sites (COB2 and 21 remote sites) for the three (3) new punchblocks provided by Motorola within 50' of the County-provided inputs
- Provide required system interconnections, including:
 - Up to 16 inputs (documented and working) at 22 sites (COB2 and 21 Remote Sites).
- The Customer is responsible for supplying all necessary power strips and power circuits to the new equipment in the existing racks.
- The Customer is responsible for supplying power strips at the workstation locations. The Customer is also responsible for providing the backup power, as desired.
- Ensure communications sites meet space, grounding, power, and connectivity requirements for the installation of all equipment.
- Secure site lease/ownership, zoning, permits, licensing, regulatory approvals, easements, power, and Telco connections required for project implementation.
- 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.
- 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 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" (R56).
- 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 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).
- Supply interior building cable trays, raceways, conduits, and wire supports.
- 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.
- Schedule personnel (up to 10 people), so they can attend the MOSCAD NFM Operator Training course.
- Witness acceptance tests and provide system acceptance.
- 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.

4.4 ASSUMPTIONS

Motorola has made several assumptions in preparing this proposal, which are noted below. Motorola will need to verify all assumptions or seek alternate solutions in the case of invalid assumptions. Alternate solutions required may impact the work effort and/or schedule constituting a change order.

- Ethernet links are required for MOSCAD system connectivity beyond radio system release 7.17.
- Work is performed on non-holidays during normal business hours, Monday – Friday, 8am – 5pm.
- No performance bond is required.
- No Union Labor or prevailing wage was included in cost of proposal. If this is required, we will need to research what organizations provide union labor and are also certified on Motorola systems. We will have to address this during Design Review. Cost will need to be adjusted if Unions charge more than our current certified shops.

4.5 CHANGE ORDER PROCESS

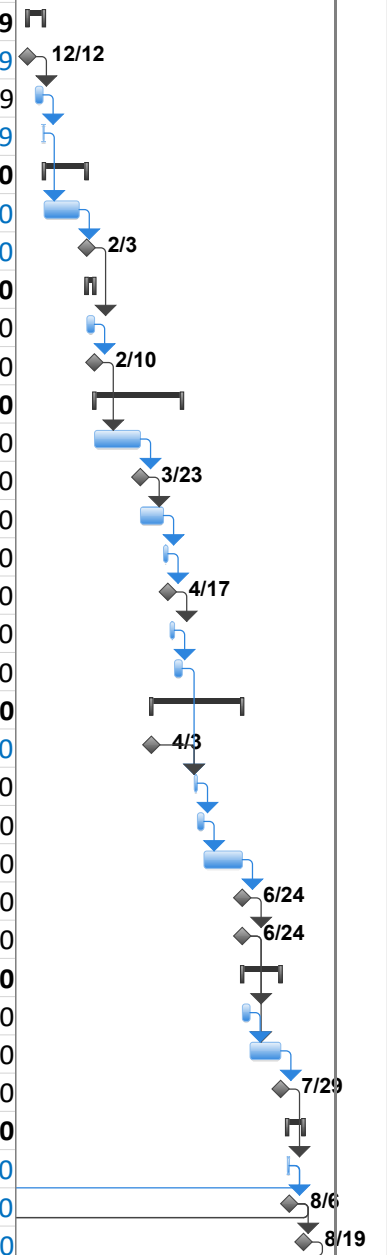
Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect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

PROJECT SCHEDULE

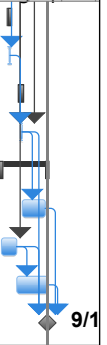
Motorola's preliminary San Mateo County MOSCAD System project schedule is on the following pages, and indicates total project implementation to be approximately 9 months from Contract Execution to Final Acceptance. This schedule assumes that any County responsibilities are completed per the Project Schedule.

As part of the Design Review, the project schedule will be fine tuned by Motorola's Project Manager and will be submitted to the County for review and approval.

ID	Task Name	Duration	Start	Finish	Timeline											
					1st Quarter	2nd Quarter	3rd Quarter	4th Quarter								
					Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	
1	Implementation Project - San Mateo County MOSCAD	201d	Thu 12/12/19	Thu 9/17/20												
2	Contract	11d	Thu 12/12/19	Thu 12/26/19												
3	Contract Award	0d	Thu 12/12/19	Thu 12/12/19												
4	Contract Administration	5d	Thu 12/19/19	Wed 12/25/19												
5	Project Kick-Off	1d	Thu 12/26/19	Thu 12/26/19												
6	Contract Design Review	27d	Fri 12/27/19	Mon 2/3/20												
7	Review Contract Design	22d	Fri 12/27/19	Mon 1/27/20												
8	Design Approval	0d	Mon 2/3/20	Mon 2/3/20												
9	Order Processing	5d	Tue 2/4/20	Mon 2/10/20												
10	Process Equipment List	5d	Tue 2/4/20	Mon 2/10/20												
11	Order Bridged	0d	Mon 2/10/20	Mon 2/10/20												
12	Manufacturing and Staging	58d	Tue 2/11/20	Thu 4/30/20												
13	Manufacture Motorola FNE	30d	Tue 2/11/20	Mon 3/23/20												
14	Ship to Staging	0d	Mon 3/23/20	Mon 3/23/20												
15	Stage System	15d	Tue 3/24/20	Mon 4/13/20												
16	Perform Staging ATP - No Customer Witness Testing	4d	Tue 4/14/20	Fri 4/17/20												
17	CCSI Acceptance	0d	Fri 4/17/20	Fri 4/17/20												
18	Ship Equipment to Field	4d	Mon 4/20/20	Thu 4/23/20												
19	Receive and Inventory Equipment	5d	Fri 4/24/20	Thu 4/30/20												
20	Equipment Installation	59d	Fri 4/3/20	Wed 6/24/20												
21	Sites Ready (Rack/Desk Space, Power, Connectivity, Etc)	0d	Fri 4/3/20	Fri 4/3/20												
22	Install Master Site Equipment	3d	Tue 5/12/20	Thu 5/14/20												
23	Install Co-located Prime Site and RF Site (COB2)	4d	Fri 5/15/20	Wed 5/20/20												
24	Install 21 Remote Sites	25d	Thu 5/21/20	Wed 6/24/20												
25	Equipment Installation Complete	0d	Wed 6/24/20	Wed 6/24/20												
26	Installation Acceptance	0d	Wed 6/24/20	Wed 6/24/20												
27	Programming	25d	Thu 6/25/20	Wed 7/29/20												
28	Link Verification	5d	Thu 6/25/20	Wed 7/1/20												
29	Final System and Console Programming	20d	Thu 7/2/20	Wed 7/29/20												
30	Programming Complete	0d	Wed 7/29/20	Wed 7/29/20												
31	Acceptance Testing	11d	Wed 8/5/20	Wed 8/19/20												
32	Perform System Testing	2d	Wed 8/5/20	Thu 8/6/20												
33	SATP Acceptance	0d	Thu 8/6/20	Thu 8/6/20												
34	Transition to Warranty Service	0d	Wed 8/19/20	Wed 8/19/20												



ID	Task Name	Duration	Start	Finish	Start	1st Quarter	2nd Quarter	3rd Quarter	4th						
					Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct
35	Training	1d	Fri 8/14/20	Fri 8/14/20											
36	Motorola performs MOSCAD User Training Course	1d	Fri 8/14/20	Fri 8/14/20											
37	Cutover	2d	Mon 8/24/20	Tue 8/25/20											
38	Cut-Over	2d	Mon 8/24/20	Tue 8/25/20											
39	Finalize	30d	Fri 8/7/20	Thu 9/17/20											
40	Remove legacy MOSCAD equipment	15d	Wed 8/26/20	Tue 9/15/20											
41	Resolve Punchlist	10d	Fri 8/7/20	Thu 8/20/20											
42	Finalize Documentation	20d	Fri 8/21/20	Thu 9/17/20											
43	Final Acceptance	0d	Thu 9/17/20	Thu 9/17/20											9/1



TRAINING PLAN

6.1 OVERVIEW

Motorola Solutions understands that successful implementation and use of your communications system depends on effective training. We have developed a training proposal for San Mateo County to ensure a comprehensive understanding of your proposed system and all user equipment. We are leveraging over 85 years of training experience working with customers just like you to provide recommendations for your consideration. The training proposal detailed in the following pages incorporates customer feedback coupled with a best practices systematic approach to produce effective course delivery and content.

Our commitment to San Mateo County is to provide unsurpassed services that ensure the equipment operates efficiently for the life of the system. To do so, we directly train your personnel to utilize the system to its maximum potential.

San Mateo County personnel will gain in-depth understanding of the power of your new system through education and proficient daily use. Our high-quality training focuses on student needs. The training is complemented by detailed documentation and available continuing education programs.

We will collaborate with San Mateo County to develop a final customized training plan that fits your needs. Our goal is to insure system administrators, technicians and end users are skilled in using your new system.



6.2 TRAINING APPROACH

Our training solutions deliver a combination of online training and field based instructor-led training in classrooms at San Mateo County locations using operational equipment. Motorola Solutions will employ knowledgeable and experienced instructors to deliver well-designed courseware and integrated lab activities.

Training is based upon several key criteria:

- Course design is driven by an analysis of student needs. It focuses on specific application rather than theory.
- Learning objectives are based upon what students need to accomplish on the job.
- Hands-on lab opportunities using San Mateo County specific job aids are incorporated to maximize learning and retention.

Our instructors bring invaluable experience and knowledge of customer communication solutions into their training approach. This gives them better insight and understanding into the practical aspects of San Mateo County manager, technician and end user job functions. Each instructor has the proven ability to communicate with a novice as well as expert personnel.



6.3 PROPOSED COURSES

Motorola Solutions has identified the following courses that are necessary to achieve the training goals for San Mateo County. Course description files for the recommended courses are provided in the matrix below. Class delivery for instructor-led courses in the field will be tailored for your system and features.

Specifically, our proposed training plan addresses the following categories as identified in your request for proposal:

- MOSCAD Operators

6.3.1 MOSCAD Operator Training Plan

Course Title	Target Audience	Sessions	Duration (days)	Location	Date	Participants
MOSCAD NFM Operator Training Course Code: AST2020 (Instructor-led)	Operators	1	1 day	San Mateo, CA	Prior to operating	5 - 10
Course Synopsis: This training course covers the MOSCAD Network Fault Management (NFM) use and operation in an ASTRO L and M Core Radio system.						

6.3.2 MOSCAD NFM Operator Course Description

Duration: 1 day

Delivery Method: Instructor Led training

Target Audience: System Administrators, Console Dispatchers, Technical System Administrators and System Technicians

Course Synopsis: This training covers the MOSCAD Network Fault Management (NFM) use and operation in an Astro L and M Core Radio system.

Prerequisite: None

Course Objectives:

After completing the course, the participant will be able to:

- Describe the different Graphical Master Computer (GMC) and Graphical WorkStation (GWS) configurations that are available
- Describe the Network Fault Management (NFM) logon's and the privilege's associated with them
- Understand and use the Fault Management displays
- Understand and use Report generator to create detailed printouts
- Describe optional In-Touch Logging software
- Describe optional Alarm Paging capability

SECTION 7

WARRANTY SERVICES

Motorola Solutions will provide its standard commercial warranty as set forth in the enclosed Communications System and Services Agreement.



PRICING SUMMARY

8.1 PRICING SUMMARY

Motorola's pricing is based on the equipment list and services defined for this proposal. The Statement of Work (SOW) describes the work to be performed for the installation, optimization, and testing of the system and the equipment list provides the equipment necessary for this project.

Description	Price
Equipment List Price	\$289,506
Equipment Discount based on HGAC	(\$44,041)
Equipment Sub-Total	\$245,465
System Integration (SI) & Services	\$486,253
Subtotal Equipment & Services	\$731,718
System Discount	(\$70,637)
Total with System Discount	\$661,081
Estimated Sales Tax (9.75% on Equipment)	\$21,623
Total Customer Sale Price with Estimated Tax	\$682,704

8.2 PAYMENT TERMS

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. 20% Upon Completion of Contract Design Review
2. 50% Upon receipt of equipment in the field
3. 20% Upon completion of installation
4. 5% Upon System Acceptance or start of beneficial use
5. 5% Upon Final Acceptance

Motorola reserves the right to make partial shipments of equipment and to request payment upon shipment of such equipment.



SECTION 9

CONTRACTUAL DOCUMENTATION

This Proposal is based upon the master purchasing agreement executed by the Houston-Galveston Area Council of Governments (“H-GAC”) and Motorola Solutions, Inc., for the purchase of Radio Communication/Emergency Response & Mobile Interoperability Equipment, Contract No. RA05-18, dated July 25, 2018 (the “H-GAC Contract”), which is incorporated herein in its entirety by this reference, and the enclosed Communications System and Services Agreement which serves as the “End User Agreement” under Article 2 of the Special Provisions of the H-GAC Contract.



Communications System and Services Agreement

Motorola Solutions, Inc. ("Motorola") and County of San Mateo ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the System and Services, 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 ATTACHMENTS

1.1. EXHIBITS. The Exhibits listed below are exhibits related to the System sale and implementation. These Exhibits are incorporated into and made a part of this Agreement.

Exhibit A "Motorola Software License Agreement"

Exhibit B "Payment"

Exhibit C Technical and Implementation Documents

C-1 "System Description" dated _____

C-2 "Pricing Summary & Equipment List" dated _____

C-3 "Implementation Statement of Work" dated _____

C-4 "Acceptance Test Plan" or "ATP" dated _____

C-5 "Performance Schedule" dated _____

Exhibit D "System Acceptance Certificate"

Exhibit E "SP Attachment"

1.2. ADDENDUM (ADDENDA). Customer may elect to purchase professional or subscription services in addition to the System and related services. Any such services will be governed by the terms in the main body of the Agreement and an applicable Addendum containing terms specific to such service. Such Addendums will be labeled with the name of the service being purchased.

1.3 ORDER OF PRECEDENCE. In interpreting this Agreement and resolving any ambiguities: 1) the main body of this Agreement takes precedence over the exhibits (unless otherwise specified in an exhibit), and any inconsistency between Exhibits A through D will be resolved in their listed order, and 2) The applicable service Addendum will take precedence over the main body of the Agreement and the Exhibits.

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

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

"Addendum (Addenda)" is the title of the document(s) containing a specific set of terms and conditions applicable to a particular service or other offering beyond the Communication System and System implementation services. The terms in the Addendum are applicable only to the specific service or offering described therein.

"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.

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

"Confidential Information" means all information consistent with the fulfillment of this Agreement that is (i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. Nothing in this agreement, nor the accompanying "Attachment SP", shall inhibit or otherwise prevent Customer from meeting its legal duties pursuant to a request for documents under the California Public Records Act, including, but not limited to, a request for this SOW or "Attachment SP". See California Government Code Sections 6250-6276.48.



“Contract Price” means the price for the System and implementation Services, excluding applicable sales or similar taxes and freight charges. Further, unless otherwise stated in Exhibit B, “Payment” or the pricing pages of the proposal, recurring fees for maintenance, SUA, or subscription services are not included in the Contract Price.

“Deliverables” means all written information (such as reports, specifications, designs, plans, drawings, analytics, Solution Data, or other technical or business information) that Motorola prepares for Customer in the performance of the Services and is obligated to provide to Customer under this Agreement. The Deliverables, if any, are more fully described in the Statement of Work.

“Derivative Proprietary Materials” means derivatives of the Proprietary Materials that Motorola may from time to time, including during the course of providing the Services, develop and/or use and/or to which Motorola provides Customer access.

“Effective Date” means that date upon which the last Party executes this Agreement.

“Equipment” means the hardware components of the Solution that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.

“Feedback” means comments or information, in oral or written form, given to Motorola by Customer in connection with or relating to Equipment or Services, during the term of this Agreement.

“Force Majeure” means an event, circumstance, or act that is beyond a Party’s reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause.

“Motorola Software” means software that Motorola or its affiliated companies owns.

“Non-Motorola Software” means software that a party other than Motorola or its affiliated companies owns.

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

“Proprietary Materials” means certain software tools and/or other technical materials, including, but not limited to, data, modules, components, designs, utilities, subsets, objects, program listings, models, methodologies, programs, systems, analysis frameworks, leading practices and specifications which Motorola has developed prior to, or independently from, the provision of the Services and/or which Motorola licenses from third parties.

“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.

“Services” means system implementation, maintenance, support, subscription, or other professional services provided under this Agreement, which may be further described in the applicable Addendum and/or SOW.

“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.

“Software Support Policy” (“SwSP”) means the policy set forth at <http://www.motorolasolutions.com/softwarepolicy> describing the specific technical support that will be provided to Customers under the Warranty Period and during any paid maintenance support period for Motorola Software.

This policy may be modified from time to time at Motorola's discretion.

“Solution” means the combination of the System(s) and Services provided by Motorola under this Agreement.

“Solution Data” means Customer data that is transformed, altered, processed, aggregated, correlated or operated on by Motorola, its vendors or other data sources and data that has been manipulated or retrieved using Motorola know-how to produce value-added content to data consumers, including customers or citizens which is made available to Customer with the Solution and Services.

“Specifications” means the functionality and performance requirements that are described in the Technical and Implementation Documents.

“SUA” or “SUA II” means Motorola's Software Upgrade Agreement program.

“Subsystem” means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical and Implementation Documents.

“System” means the Equipment, including incidental hardware and materials, Software, and design, installation and implementation services that are combined together into an integrated system; the System(s) is (are) described in the Technical and Implementation Documents.

“System Acceptance” means the Acceptance Tests have been successfully completed.

“System Data” means data created by, in connection with or in relation to Equipment or the performance of Services under this Agreement.

“Warranty Period” for System Hardware, Software, or services related to system implementation means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first. Unless otherwise stated in the applicable Addendum, Warranty Period for other Services means ninety (90) days from performance of the Service.

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. **SCOPE OF WORK.** Motorola will provide, install and test the System(s), and perform its other contractual responsibilities to provide the Solution, 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 or applicable subscription fees, Performance Schedule, or both, and will reflect the adjustment in a change order or Addendum. 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 December 3, 2019 “Effective Date” and continues until the date of Final Project Acceptance or not to exceed December 2, 2021, (with the exception of the expiration of the Warranty Period). The term and the effective date of recurring Services will be set forth in the applicable Addendum.

3.4. **ADDITIONAL EQUIPMENT OR SOFTWARE.** For three (3) years after the expiration date of the Agreement, Customer may order additional Equipment or Software, if it is then available. Each purchase order must refer to this Agreement, the expiration date of the Agreement, and must specify the pricing and delivery terms. The Parties agree that, notwithstanding expiration of the Agreement, 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. Additional or contrary terms in the purchase order will be inapplicable, unless signed by both parties. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within

thirty (30) 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 <https://businessonline.motorolasolutions.com> and the MOL telephone number is (800) 814-0601.

3.5. **MOTOROLA SOFTWARE.** Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Motorola Software License Agreement in Exhibit A ("Software License Agreement"). Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.6. **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.

3.7. **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.

3.8. **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 SERVICES

4.1. If Customer desires and Motorola agrees to continue Services beyond the Term, Customer's issuance and Motorola's acceptance of a purchase order for Services will serve as an automatic extension of the Agreement for purposes of the continuing Services. Only the terms and conditions applicable to the performance of Services will apply to the extended Agreement.

4.2. 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 applicable maintenance and support Statements of Work. Support for the Motorola Software will be in accordance with Motorola's established Software Support Policy. Copies of the SwSP can be found at <http://www.motorolasolutions.com/softwarepolicy> and will be sent by mail, email or fax to Customer upon written request. Maintenance Services and support during the Warranty Period are included in the Contract Price. Unless already included in the Contract Price, if Customer wishes to purchase 1) additional maintenance or software support services during the Warranty Period; or 2) continue or expand maintenance, software support, installation, and/or SUA services after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document. Unless otherwise agreed by the parties in writing, the terms and conditions in this Agreement applicable to maintenance, support, installation, and/or SUA Services, will be included in the Maintenance and Support Addendum, SUA Addendum, the applicable Statements of Work, and the proposal, (if applicable). These collective terms will govern the provision of such Services.

To obtain any such additional Services, Customer will issue a purchase order referring to this Agreement and the

separate proposal document. Omission of reference to this Agreement in Customer's purchase order will not affect the applicability of this Agreement. Motorola's proposal may include a cover page entitled "Service Agreement" or "Installation Agreement", as applicable, and other attachments. These cover pages and other attachments are incorporated into this Agreement by this reference

4.3. **PROFESSIONAL AND SUBSCRIPTION SERVICES.** If Customer purchases professional or subscription Services as part of the Solution, additional or different terms specific to such Service will be included in the applicable Addendum and will apply to those Services. Customer may purchase additional professional or subscription services by issuing a purchase order referencing this Agreement and Motorola's proposal for such additional services.

4.4. Any information in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer in providing Services under this Agreement or Motorola data viewed, accessed, will remain Motorola's property, will be deemed proprietary, Confidential Information. This Confidential Information will be promptly returned at Motorola's request.

4.5. **TOOLS.** All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of providing Services under this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Upon termination of the contract for any reason, Customer shall return to Motorola all equipment delivered to Customer.

4.7. **CUSTOMER OBLIGATIONS.** If the applicable Statement of Work or Addendum contains assumptions that affect the Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola concerning the Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to perform the Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this paragraph.

4.8. **ASSUMPTIONS.** If any assumptions or conditions contained in this Agreement, applicable Addenda or Statements of Work prove to be incorrect or if Customer's obligations are not performed, Motorola's ability to perform under this Agreement may be impacted and changes to the Contract Price, subscription fees, project schedule, Deliverables, or other changes may be necessary.

4.9. **NON-PRECLUSION.** If, as a result of the Services performed under this Agreement, Motorola recommends that Customer purchase products or other services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement or other laws, regulations, or policies.

4.10. **PROPRIETARY MATERIALS.** Customer acknowledges that Motorola may use and/or provide Customer with access to Proprietary Materials and Derivative Proprietary Materials. The Proprietary Materials and the Derivative Proprietary Materials are the sole and exclusive property of Motorola and Motorola retains all right, title and interest in and to the Proprietary Materials and Derivative Proprietary Materials.

4.11. **ADDITIONAL SERVICES.** Any services performed by Motorola outside the scope of this Agreement at the direction of Customer will be considered to be additional Services which are subject to additional charges. Any agreement to perform additional Services will be reflected in a written and executed change order, Addendum or amendment to this Agreement.

Section 5 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 6 CONTRACT PRICE, PAYMENT AND INVOICING

6.1. Customer affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, if any, and that sufficient funds have been appropriated in accordance with applicable law. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

6.2. **CONTRACT PRICE.** The Contract Price in U.S. dollars is \$682,704.00. If applicable, a pricing summary is included with the Payment schedule in Exhibit B. Motorola has priced the Services, Software, and Equipment as an integrated System. A change in Software or Equipment quantities, or Services, may affect the overall Contract Price, including discounts if applicable. Fees for professional, SUA, and/or subscription services which are not included in the Contract Price may be listed in Exhibit B, the pricing pages of the proposal, or the applicable Addendum.

6.3. **INVOICING AND PAYMENT.** Motorola will submit invoices to Customer according to the Payment schedule in Exhibit B. 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 is 36-1115800.

6.4. **FREIGHT, TITLE, AND RISK OF LOSS.** Motorola will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

6.5. **INVOICING AND SHIPPING ADDRESSES.** Invoices will be sent to the Customer at the following address:

Name: _____
Address: _____
Phone: _____
Email: _____

The address which is the ultimate destination where the Equipment will be delivered to Customer is:

Name: _____
Address: _____

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

Name: _____
Address: _____
Phone: _____

Customer may change this information by giving written notice to Motorola.

Section 7 SITES AND SITE CONDITIONS

7.1. **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 worksites or vehicles identified in the Technical and Implementation Documents 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.

7.2. **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.

7.3. **SITE ISSUES.** If a Party determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, 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 8 TRAINING

Any training to be provided by Motorola to Customer will be described in the applicable 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, subject to mutual agreement prior to the training program.

Section 9 SYSTEM ACCEPTANCE

9.1. **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.

9.2. **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.

9.3. **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.

9.4. 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 10 REPRESENTATIONS AND WARRANTIES

10.1. 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.

10.2. 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 beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

10.3. SOFTWARE WARRANTY. Except as described in the SwSP and unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Software in accordance with the warranty terms set forth in the Software License Agreement and the provisions of this Section that are applicable to the Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. **Nothing in this Warranty provision is intended to conflict or modify the Software Support Policy. In the event of an ambiguity or conflict between the Software Warranty and Software Support Policy, the Software Support Policy governs.**

10.4. EXCLUSIONS TO EQUIPMENT AND SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God (earthquakes or other natural disasters); 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.

10.5. SERVICE WARRANTY. During the Warranty Period, Motorola warrants that the Services will be provided in a good and workmanlike manner and will conform in all material respects to the applicable Statement of Work. Services will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola to Customer (collectively, "recommendations"). Motorola makes no warranties concerning those recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the recommendations and the results to be realized from implementing them.

10.6. 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 Equipment or Software 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. These actions will be the full extent of Motorola's liability for the warranty claim. In the event of a valid Services warranty claim, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. 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.

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

10.8. 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 11 DELAYS

11.1. 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 or applicable Addenda for a time period that is reasonable under the circumstances.

11.2. 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 12 DISPUTES

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

12.1. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of California, which is the State in which the System is installed.

12.2. 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.

12.3. 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.

12.4. 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 the Superior Court for the County of San Mateo or the United States District Court for the Northern District of California. Each Party irrevocably agrees to submit to the exclusive jurisdiction of these courts in such state over any claim or matter arising under

or in connection with this Agreement.

12.5. **CONFIDENTIALITY.** All communications pursuant to subsections 12.2 and 12.3 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 13 DEFAULT AND TERMINATION

13.1. **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.

13.2. **FAILURE TO CURE.** If a defaulting Party fails to cure the default as provided above in Section 13.1, 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. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

Section 14 INDEMNIFICATION

14.1. It is agreed that Motorola shall defend, hold harmless, and indemnify Customer, its officers, employees, agents, and servants from any and all claims, suits, or actions of every name, kind, and description brought by a third party which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of Motorola and/or its officers, employees, agents, and servants.

14.2. Motorola shall defend, hold harmless, and indemnify Customer from and against any and all claims for wages, salaries, benefits, taxes, and all other withholdings and charges payable to, or in respect to, Motorola's representatives for services provided under this Agreement.

14.3. It is agreed that Customer shall defend, save harmless, and indemnify Motorola and its officers, employees, agents, and servants from any and all claims, suits, or actions of every name, kind, and description brought by a third party which arise out of the terms and conditions of this Agreement and which result from the acts or omissions of Customer and/or its officers and employees.

14.4. The duty of each party to defend, hold harmless, and indemnify the other as set forth herein shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

14.5. In the event of concurrent negligence (or intentional/reckless acts) of Customer and/or its officers and employees, on the one hand, and Motorola and/or its officers, employees, agents, and servants, on the other hand, then the liability for any and all claims for injuries or damage to persons and/or property which arise out of terms and conditions of this Agreement shall be apportioned according to the California theory of comparative fault.

14.6. PATENT AND COPYRIGHT INFRINGEMENT.

14.6.1. 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.

14.6.2 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.

14.6.3 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.

14.6.4. This Section 14 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 14 are subject to and limited by the restrictions set forth in Section 15.

Section 15 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's or Customers' 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 implementation and other one time Services with respect to which losses or damages are claimed. With respect to all subscription or other ongoing Services and unless as otherwise provided under the applicable Addenda, Motorola's or Customer's total liability will be limited to the direct damages recoverable under law, but not to exceed the amount of \$2,000,000. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT NEITHER MOTOROLA NOR CUSTOMER WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, LOSS TIME, DATA, GOODWILL, 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 16 CONFIDENTIALITY AND PROPRIETARY RIGHTS

16.1. CONFIDENTIAL INFORMATION.

16.1.1. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this Agreement. All Deliverables will be deemed to be Motorola's Confidential Information. During the term of this Agreement and for a period of three (3) years from the 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 copy, reproduce, 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.

16.1.2. 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 of Discloser's Confidential Information or any breach of this Agreement.

16.1.3. 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.

16.1.4. Nothing in this Agreement shall prevent Customer from complying with legal obligations to disclose information, including but not limited to, the content of this Agreement, pursuant to the California Public Records Act, (California Government Code section 6250 et seq.), a valid subpoena or court order, or other applicable legal authority.

16.2. **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.

16.3 **VOLUNTARY DISCLOSURE.** Except as required to fulfill its obligations under this Agreement, Motorola will have no obligation to provide Customer with access to its Confidential Information and/or proprietary

information.

16.4 DATA AND FEEDBACK.

16.4.1 To the extent permitted by law, Customer owns all right, title and interest in System Data created solely by it or its agents (hereafter, "Customer Data"), and grants to Motorola the right to use, host, cache, store, reproduce, copy, modify, combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Customer Data.

16.4.2 Motorola owns all right, title and interest in data resulting from System Data that is or has been transformed, altered, processed, aggregated, correlated or operated on (hereafter, "Derivative Data").

16.4.3 Any Feedback given by Customer is and will be entirely voluntary and, even if designated as confidential, will not create any confidentiality obligation for Motorola. Motorola will be free to use, reproduce, license or otherwise distribute and exploit the Feedback without any obligation to Customer. Customer acknowledges that Motorola's receipt of the Feedback does not imply or create recognition by Motorola of either the novelty or originality of any idea. The parties further agree that all fixes, modifications and improvements made to Motorola products or services conceived of or made by Motorola that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements to the Motorola product or service will vest solely in Motorola.

Section 17 GENERAL

17.1. 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 thirty (30) 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.

17.2. 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.

17.3. 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.

17.4. 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.

17.5. 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.

17.6. 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.

17.7. NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt.

17.8. 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.

17.9. 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.

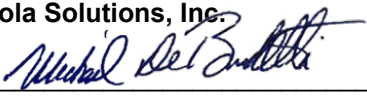
17.10. ADMINISTRATOR LEVEL ACCOUNT ACCESS. If applicable to the type of System purchased by Customer, Motorola will provide Customer with Administrative User Credentials. Customer agrees to only grant access to the Administrative User Credentials to those personnel with the training and experience to correctly use them. 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 personnel. 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 using the Administrative User Credentials may impact Motorola's ability to perform Services or other obligations under the 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.

17.11. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 (Motorola Software); Section 3.6 (Non-Motorola Software); if any payment obligations exist, Sections 6.2 and 6.3 (Contract Price and Invoicing and Payment); Subsection 10.8 (Disclaimer of Implied Warranties); Section 12 (Disputes); Section 15 (Limitation of Liability); and Section 16 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 17.

17.12. 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 executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or 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.

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

Motorola Solutions, Inc.

By: 

Name: Michael DeBenedetti

Title: Area Sales Manager

Date: October 31, 2019

Customer

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A

MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and _____ ("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 proprietary software and affiliated 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; and (ii) identify the Open Source Software (or specify where that license may be found).

3.3 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 SUPERSEDES THE SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

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 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. Unless otherwise stated in the Primary Agreement, 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. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.

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, 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 CPS 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 Commercial Computer Software

9.1 *This Section 9 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.

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 California. 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, 6.4, 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

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. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones.

System Purchase (excluding Subscribers, if applicable)

- 1. 20% of the Contract Price due upon completion of Contract Design Review;**
- 2. 50% of the Contract Price due upon receipt of equipment in the field;**
- 3. 20% of the Contract Price due upon installation of equipment**
- 4. 5% of the Contract Price due upon System Acceptance or beneficial use; and**
- 5. 5% of the Contract Price due upon Final Acceptance.**

If Subscribers are purchased, 100% of the Subscriber Contract Price will be invoiced upon shipment (as shipped).

Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber equipment values to total contract price. Overdue invoices will bear simple interest at the maximum allowable rate by state law.

For Lifecycle Support Plan and Subscription Based Services:

Motorola will invoice Customer annually in advance of each year of the plan.

EXHIBIT D

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: _____

EXHIBIT E
ATTACHMENT SP
Service Provider Supplemental Attachment

This attachment is part of the agreement between Motorola Solutions, Inc. and the County of San Mateo.

I. Contract Dollar Amount

In no event shall total payment for services under this Agreement exceed Six Hundred Eighty-Two Thousand Seven Hundred Four Dollars, \$682,704.00.

II. AVAILABILITY OF FUNDS

County may immediately terminate this Agreement based upon unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of funding. County will be responsible for the costs of all equipment, services and software delivered prior to the delivery of the written termination notice to Contractor.

III. EQUAL BENEFITS ORDINANCE

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

IV. EMPLOYEE JURY SERVICE

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's

requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

V. HISTORY OF DISCRIMINATION

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

VI. HOLD HARMLESS

Contractor agrees to indemnify and defend County and its employees and agents from any and all claims, damages, and liability in any way occasioned by or arising out of the negligence of Contractor and/or its employees/officers/agents in the performance of this Agreement, including any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with any law, regulation, or ordinance, including but not limited to those listed in this Agreement.

VII. ELECTRONIC SIGNATURE

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

VIII. INSURANCE

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been reasonably approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be contractual liability included in the general liability policy. Contractor to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the required limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/ while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such general liability insurance shall be combined single limit bodily injury and property damage for each occurrence and insurance shall be the amounts specified below:

- i. Commercial General Liability...\$1,000,000 each occurrence/\$2,000,000 general aggregate
- ii. Motor Vehicle Liability Insurance... \$1,000,000 CSL
- iii. Professional Liability.....\$1,000,000 each claim and aggregate

County and its officers, applicable agents, employees, and servants shall be included as additional insured on the general and automobile policies of insurance, which shall also contain a provision that(a) the insurance afforded thereby to County and its officers, applicable agents, employees, and servants shall be primary insurance (b) if the County or its officers, applicable agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.