LINCOLN COUNTY
LAW ENFORCEMENT, EMERGENCY MEDICAL SERVICES, JUDICIAL AND EMERGENCY MANAGEMENT COMMITTEE
Tuesday, September 15, 2020 at 5:30 p.m.

Meeting Location: Room 247/Lincoln County Service Center, 801 N Sales Street, Merrill, WI 54452 Via Teleconference and In-Person Attendance

Persons wishing to attend the meeting by phone may call into the telephone conference beginning ten minutes prior to the start time indicated above using the following number:

Conference Call: +1 443-671-8778
Access Code: 262 084 233#
Meeting ID: https://meet.google.com/wve-ptpn-baq?hs=122&authuser=0

The teleconference cannot start until the host (department head) dials in and enters the host password.

Due to public health recommendations regarding COVID-19 and mass gatherings, you are encouraged to attend by phone. For those attending in person, you will be required to wear a face covering as stated in Governor Evers' Executive Order #82, face coverings will be required of all attendees with the limited exceptions set forth in Emergency Order #1. Please observe social-distancing by staggering your arrival time and by maintaining spacing between attendees of at least 6 feet. Attendees should spread out around the perimeter of the room.

AGENDA
1. Call Meeting to Order

Sheriff's Office

2. Approval of Motorola Console Radio Project Contract
3. Authorization and Approval for Chief Deputy Walrath to sign Motorola Console Radio Project Contract
4. Meeting Date: October 14, 2020, 7:30 a.m., Lincoln County Service Center
5. Adjourn

DISTRIBUTION:
Committee Members: Michael Loka, Patricia Voermans, Jeremy Ratliff (E), Don Friske, Robert Lee, and Kevin Koth

Administrative Coordinator, Other County Board Supervisors, Department Heads, Family Court Commissioner – Wachsmuth, Judge Tlusty – Branch 1, Judge Russell – Branch 2, Merrill Fire Chief Klug, Kelly Thomsen – Victim Witness, Jay Sommers – Tomahawk EMS

Posted:_____at_____ a.m. /p.m. by _____

While there may be a quorum of the Board of Health Committee present, no Board of Health business will be conducted at this meeting.

Requests for reasonable accommodations for disabilities or limitations should be made prior to the date of this meeting. You may contact the County Clerk at 715.539.1019. Please do so as early as possible so that proper arrangements can be made. Requests are kept confidential.

GENERAL REQUIREMENTS:
1. Must be held in a location which is reasonably accessible to the public.
2. Must be open to all members of the public unless the law specifically provides otherwise.

NOTICE REQUIREMENTS:
1. In addition to any requirements set forth below, notice must also be in compliance with any other specific statue.
2. Chief presiding officer or his/her designee must give notice to the official newspaper and to any members of the news media likely to give notice to the public.

MANNER OF NOTICE:
Date, time, place, and subject matter, including subject matter to be consider in a closed session, must be provided in a manner and form reasonably likely to give notice to the public.

TIME FOR NOTICE:
1. Normally, a minimum of 24 hours prior to the commencement of the meeting.
2. No less than 2 hours prior to the meeting if the presiding officer establishes there is a good cause that such notice is impossible or impractical.

EXEMPTIONS FOR COMMITTEES AND SUB-UNITS:
Legally constituted sub-units of a parent governmental body may conduct a meeting during the recess or immediately after the lawful meeting to act or deliberate upon a subject which was the subject of the meeting, provided the presiding officer publicly announces the time, place, and subject matter of the sub-unit meeting in advance of the meeting of the parent governmental body.

PROCEDURE FOR GOING INTO CLOSED SESSION:
1. Motion must be made, seconded, and carried by roll call majority vote and recorded in the minutes.
2. If motion is carried, chief presiding officer must advise those attending the meeting of the nature of the business to be conducted in the closed session, and the specific statutory exemption under which the closed session is authorized.

STATUTORY EXEMPTIONS UNDER WHICH CLOSED SEESIONS ARE PERMITTED:
1. Deliberation of judicial or quasi-judicial matters. Sec. 19.85(1)(a)
2. Considering dismissal, demotion, or discipline of any public employee or the investigation of charges against such person and the taking of formal action on any such matter; provided that the person is given actual notice of any evidentiary hearing which may be held prior to final action being taken and of any meeting at which final action is taken. The person under consideration must be advised of his/her right that the evidentiary hearing be held in open session and the notice of the meeting must state the same. Sec. 19.85(1)(b).
3. Considering employment, promotion, compensation, or performance evaluation data of any public employee. Sec. 19.85(1)(c).
4. Considering strategy for crime detection or prevention. Sec. 19.85(1)(d).
5. Deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business whenever competitive or bargaining reasons require a closed session. Sec. 19.85(1)(c).
6. Considering financial, medical, social, or personal histories or disciplinary data of specific persons, preliminary consideration of specific personnel problems or the investigation of specific charges, which, if discussed in public would likely have an adverse effect on the reputation of the person referred to in such data. Sec. 19.85(1)(f).
7. Conferring with legal counsel concerning strategy to be adopted by the governmental body with respect to litigation in which it is or is likely to become involved. Sec. 19.85(1)(g).
8. Considering a request for advice from any applicable ethics board. Sec. 19.85(1)(h).

CLOSED SESSION RESTRICTIONS:
1. Must convene in open session before going into closed session.
2. May not convene in open session, then convene in closed session and thereafter reconvene in open session with twelve (12) hours <u>unless</u> proper notice of this sequence was given at the same time and in the same manner as the original open meeting.
3. Final approval or ratification of a collective bargaining agreement may not be given in closed session.

BALLOTS, VOTES, AND RECORDS:
1. Secret ballot is not permitted except for the election of officers of the body or unless otherwise permitted by specific statutes.
2. Except as permitted above, any member may require that the vote of each member be ascertained and recorded.
3. Motions and roll call votes must be preserved in the record and be available for public inspection.

USE OF RECORDING EQUIPMENT:
The meeting may be recorded, filmed, or photographed, provided that it does not interfere with the conduct of the meeting or the rights of the participants.

LEGAL INTERPRETATION:
1. The Wisconsin Attorney General will give advice concerning the applicability or clarification of the Open Meeting Law upon request.
2. The municipal attorney will give advice concerning the applicability or clarification of the Open Meeting Law upon request.

PENALTY:
Upon conviction, any member of a governmental body who knowingly attends a meeting held in violation of Subchapter IV, Chapter 19, Wisconsin Statutes, or who otherwise violates the said law shall be subject to forfeiture of not less than $25.00 nor more than $300.00 for each violation.

Resolution Authorizing and Approving Purchase of Motorola Radio Console MCC 7500E

Motion by:				
Second by:				
Dist.	Supervisor	Y	N	Abs
19	Allen			
6	Ashbeck			
1	Bialecki			
11	Breitenmoser			
13	Callahan			
9	Friske			
12	Gilk			
20	Gorski			
14	Hafeman			
8	Heller			
17	Koth			
15	Lee			
16	Loka			
3	McCrank			
22	Panfil			
5	Peterson			
10	Ratliff			
7	Rusch			
21	Simon			
18	Voermans			
2	Weaver			
4	Wendt			
	Totals			
	Carried			
	Defeated			
	Amended			
	Voice vote			
	Roll call			

WHEREAS, the Motorola MCC 5500 Radio Console System currently supports radio traffic for Law Enforcement, Fire and Ambulance in all of Lincoln County, and the Motorola MCC 5500 Radio Console is 16 years old and has reached end of life and is no longer supported by Motorola; and

WHEREAS, Motorola has proposed the replacement of the MCC 5500 with the new MCC 7500E Radio Console at the cost of $606,143.00, including maintenance and upgrades; and

NOW, THEREFORE BE IT RESOLVED, that the Lincoln County Board of Supervisors authorizes and approves the Motorola Radio Console MCC 7500E purchase.

Dated: September 18th, 2020

Introduced by: Law Enforcement Committee

Date Passed: Committee Vote:

Fiscal Impact: No fiscal impact for the first 6 years, as the project is completely funded by the Bierman's Family Foundation.

Drafted by: Chief Deputy Nathan Walrath

STATE OF WISCONSIN   )
) SS:
COUNTY OF LINCOLN   )

I hereby certify that this resolution/ordinance is a true and correct copy of a resolution/ordinance adopted by Lincoln County Board of Supervisors on:

_____

_____
Christopher J. Marlowe
County Clerk

![Motorola Solutions logo] **MOTOROLA** *SOLUTIONS*

LINCOLN COUNTY SHERIFF'S DEPARTMENT

MCC 7500E CONSOLE PROJECT   **September 9, 2020**

Motorola Solutions, Inc.
500 W Monroe Street, Ste 4400
Chicago, IL 60661-3781
USA

September 9, 2020

Nathan Walrath
Chief Deputy, Lincoln County Sheriff's Department
1104 E. 1st Street
Merrill, WI 54452

RE: Lincoln County Sheriff's Department MCC 7500E Console Upgrade
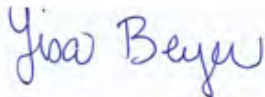
Dear Chief Deputy Walrath:

Motorola Solutions, Inc. (Motorola Solutions) appreciates the opportunity to provide the Lincoln County Sheriff's Department quality communications equipment and services. Motorola Solutions' project team has taken great care to propose a solution to address your needs and provide exceptional value.

Motorola Solutions' proposal is subject to the terms and conditions of the enclosed Communications System and Services Agreement, including the Maintenance, Support and SUAII Addendum (Addendum only required if Optional Post Warranty Services are purchased) and remains valid until September 18, 2020. The County may accept this proposal by returning a signed copy of the aforementioned agreement.

Any questions Lincoln County has regarding this proposal can be directed to Derek DiPietro, Account Manager at 262-666-2756 or derek.dipietro@motorolasolutions.com.

Our goal is to provide incoln County Sheriff's Department with the best products and services available in the communications industry. We thank you for the opportunity to present our proposed solution, and we hope to strengthen our relationship by implementing this project.

Sincerely,

Lisa Beyer
Area Sales Manager
MOTOROLA SOLUTIONS, INC.

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Lincoln County Sheriff's Department
MCC 7500E Console Project

September 9, 2020
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Section 6

Lincoln County Sheriff's Department
MCC 7500E Console Project

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SYSTEM DESCRIPTION

1.1 PROPOSED DISPATCH CONSOLE

Motorola Solutions, Inc. (Motorola Solutions) proposes our MCC 7500E dispatch console to provide Lincoln County, WI with the confidence of state-of-the-art secure communications, seamless IP-based connectivity, flexible system architecture with scalable components, and centralized console management.

Motorola Solutions designs its console to help reduce the total cost of owning an IP-based, feature-rich dispatch system without compromising quality and reliability. The console provides Lincoln County with sophisticated network management and easy migration to future capabilities.

1.2 CONSOLE CONFIGURATION FOR LINCOLN COUNTY

The proposed console will interface seamlessly with Lincoln County's communication system. The proposed solution offers Lincoln County three (3) dispatch positions. Figure 1-1 titled "MCC 7500E Dispatch Position" shows an MCC 7500E dispatch position. The console will be located at Lincoln County Dispatch.

Figure 1-1: MCC 7500E Dispatch Position

1.2.1 Console Connectivity

The proposed console will be co-located with the K-Core site controller and Core Router at the Lincoln County Dispatch Center. Since the K-Core and MCC 7500 backroom equipment are co-located the connectivity will be via Ethernet cables. The operator positions will be located on a private Radio Local Area Network (LAN).

MCC 7500E Console Project

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System Description   1-1

1.2.2 Embracing Interoperability and Integration

Motorola Solutions is an active participant in establishing P25 standards for interoperability. The proposed console is a key component for the interoperability of systems. When a situation requires coordination between multiple agencies, the proposed dispatcher can patch together different channels.

Incident conversations are seamless from the moment of the patch initiation. The dispatcher can also take part in and monitor conversations for the duration of the incident, as necessary.

Conventional Base Station Interfaces

The proposed consoles access and control the County's existing analog and digital conventional base stations through the use of Enhanced Conventional Channel Gateways (ECCGW). The console processes audio received from the station and controls various features on the stations such as frequency selection, private line selection, and repeater on/off.

Advanced Conventional

This option provides the dispatcher with the ability to control ASTRO 25 conventional channels and/or MDC 1200 channels. The ECCGWs allow for recovery of MDC 1200 and digital signaling, such as unit ID, and emergency alarm.

1.2.3 Making Consoles Easy to Operate

Motorola Solutions designs its proposed console to provide mission-critical audio between the dispatcher and users in the field. It is optimized for real-time audio, prioritizing emergency calls over other traffic, and minimizing voice queuing.

Using robust error mitigation to maintain call quality even when the system is heavily loaded, the proposed console reduces communication errors that may force dispatchers or radio users to repeat their transmissions.

Customizable Dispatch Interface

The proposed console provides dispatchers with a graphical user interface (GUI) that can be customized by agency or by individual users to optimize user efficiency.

Based on dispatcher preference, the proposed GUI can be customized to show details of trunked and conventional RF channels on a per-channel basis.

Busy dispatchers can respond to a missed call by simply clicking on an entry in the Activity Log. The number of calls and call information displayed in the Activity Log is customizable to suit the needs of the user. The status of Auxiliary I/Os can be easily interpreted from the GUI with the use of familiar graphical icons, such as a door shown open or closed.

Elite Dispatch Graphical User Interface

The proposed Elite Dispatch GUI is an enhanced version of Motorola Solutions' Gold Elite Dispatch GUI. For existing Gold Elite users, the GUI allows a smooth transition and minimal training for dispatchers. For new users, the graphical icons and customization options make the proposed console GUI easy to learn and operate.

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System Description   1-2

Auxiliary Inputs/Outputs

The proposed console supports Global Auxiliary Inputs/Outputs (Aux I/Os) for remote status indications or remote control through dispatch positions. Global Aux I/Os are typically implemented by hardware that is independent of the dispatch positions in a system and may be accessible to multiple dispatch positions. Aux I/O Servers provide the Aux I/O feature for the consoles. Aux I/Os have not been included but can be added upon request.

Standard Radio Transmission and Reception

A typical proposed dispatch position has a headset and two speakers. One speaker is for selected audio and the second speaker is for all remaining unselected audio. Additional speakers can be added to a console allowing dispatchers to configure a specific speaker for a set of designated audio sources. This simplifies multitasking between multiple audio sources and allows flexibility in the way the audio is presented to the dispatcher.

Receiving Calls from the Field and Other Dispatchers

The proposed console provides dispatchers with greater flexibility for how to hear calls from field radio users and other dispatchers. Each dispatcher can define his or her own audio reception profile by selecting a single audio source, whether conventional or talkgroup, to be heard on a selected speaker or headset (Single Select). The dispatcher can also define groups of radio resources that can all be heard on a selected speaker or headset (Multi- Select).

Initiating Calls to the Field and Other Dispatchers

The dispatcher has several different ways of initiating a call. In most circumstances, a General Transmit is appropriate. With the General Transmit, the dispatcher selects a resource on the console and activates the transmission through a footswitch, headset transmit button, or a microphone transmit button. If the dispatcher needs to quickly transmit on a resource that is not selected, the dispatcher uses the Instant Transmit function.

An Instant Transmit safety switch prevents accidental activation of functions that may cause negative consequences. The safety switch can be used with Aux I/Os and preprogrammed pages, as well as Instant Transmit switches.

Audio Communication to the Field and Other Dispatchers

The dispatcher can transmit audio in different ways. They can make calls to all users listening to a specific conventional radio resource or a specific trunking talkgroup.

When multiple resources are required, the dispatcher can select additional talkgroups and/or conventional channels, as needed using the Multi-Select feature.

The proposed console also enables dispatchers to make private calls to individual field radio users or dispatchers. Once a private call is established, it can be patched in with another resource at the dispatcher's discretion.

Controlling Console Audio

The proposed console offers dispatchers several different ways of controlling or muting the audio on their consoles, such as the following:

- Audio volume can be changed for any specific resource.
- All non-selected resources on the console can be muted for 30 seconds (All Mute) or unmuted, if already muted.

- A dispatcher can transmit on a resource while receiving audio from the same resource or other resources.
- A dispatch position can be configured to automatically mute the other dispatch audio on a shared resource to prevent acoustic feedback when a co-located dispatch position transmits.
- RF Cross Mute automatically mutes the receive audio from a specified channel when the dispatcher transmits on another specified channel to prevent acoustic feedback.

1.2.4   Radio Patch Control

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

Setting up a Standard Patch

Patches are supported between conventional resources and/or trunked resources. After the patch is created, the dispatch position transmits all audio on one resource to all other resources in the patch group. In a patch between trunked resources, patched radio users with displays see the ID or alias of the other patched radio(s), as opposed to that of the console. This minimizes confusion and the need for the dispatcher to intervene in the call. Patches are automatically reestablished, if interrupted, so the dispatcher can concentrate on continuing operations.

Predefined Patches

Patches can be predefined and automatically reinitiated each time a dispatch position computer is restarted (Patch Auto-Start).

1.2.5   Call Management and Control

The dispatcher can use the following functionality to manage and control audio for different types of calls between a dispatch position and radio users or other dispatchers.

Automatic Prioritization of Calls

Calls on the dispatch position are prioritized through a transmission hierarchy.

Calls from primary supervisors take priority over those from secondary supervisors, which in turn take priority over non-supervisors. Instant Transmit or All-Points Bulletin (APB) transmissions, regardless of whether they are from a supervisor, take priority over general or patch transmissions.

Multiple dispatchers can be designated as primary supervisors on the same system, which is useful when multiple agencies share one system. With the Network Manager Client installed, supervisors can disable and enable console functionality as needed.

Manual Prioritization of Calls

System Access Priority Select allows a dispatcher to prioritize trunked resources on the system as either normal or tactical. A dispatcher can change the priority of a trunked resource to tactical to give the resource a better chance of gaining communication access on a busy system. Only emergency calls have a higher priority than tactical.

When the System Access Priority Select status of a resource is changed, it is updated at all dispatch positions in the systems that are monitoring that trunked resource.

Using the Multi-Select Feature

The Multi-Select feature allows a dispatch position to define groups of selected radio resources. When a Multi- Select group is opened, all of the resources in the group are simultaneously selected. Resources can be added or removed from a Multi-Select group while the group is open. The dispatcher can transmit on several resources simultaneously or can listen to multiple resources simultaneously in their headset or select speakers.

Standard Call Indications

The dispatch position indicates the availability of any given resource, regardless of whether the resource is involved in a transmission. An inbound call indication provides the dispatcher with a visual cue of audio activity on a radio resource and allows a dispatcher to see at a glance what the status of a resource is at any moment.

1.3 DISPATCH CONSOLE SOLUTION COMPONENTS

The proposed components are connected together and to the rest of the ASTRO 25 system on an IP network through console site routers and switches. The console functions as an integrated component of the total radio system and fully participates in system-level features, such as end-to-end encryption and Agency Partitioning.

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

Since the network is IP-based, the system interfaces and components can be distributed physically throughout the network. Some of the available console components are identified below.

1.3.1 MCC 7500E Dispatch Position

Figure 1-2 titled "MCC 7500E Dispatch Position" shows the accessories supported by the Audio Interface Module (AIM). The following list describes the components included in the proposed configuration.

Figure 1-2: MCC 7500E Dispatch Position supports multiple accessories

The USB Audio Interface Module (AIM) acts as an interface between analog devices and the dispatch position and as a general purpose input/output module. The USB AIM supports audio routing between the dispatcher and Motorola Solutions standard peripherals. The USB AIM connects to the MCC 7500E dispatch position with a USB cable.

MCC 7500E Console Project

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System Description   1-5

Personal Computer (PC)

The personal computer included with the dispatch position is Windows-based and certified by Motorola Solutions.

Encryption

The encryption algorithm DES-OFB has been included at each of the operator positions. A customer provided KVL4000 or KVL5000 is required to program the encryption keys at each position.

Computer Display

Computer displays for Lincoln County include one (1) 22-inch monitor with touch screen per operator position.

Enhanced Integrated Instant Recall Recorder (IRR)

The Enhanced IRR is seamlessly integrated with the dispatch position's software, allowing audio and call data from any radio or telephony resource to be recorded and easily played back. Call data includes PTT IDs, name of resource, start time and date, and stop time and date. Two analog inputs are available for use with recording audio from external devices.

Desktop Speakers

Four (4) audio speakers have been included with each dispatch position and can be configured to transmit audio from a specific talkgroup or set of talkgroups. Each speaker is a self-contained unit and can be placed on a desktop or mounted on a rack or computer display.

Headset Jack

The dispatch position supports up to two headset jacks, both Push-to-Talk (PTT) and non-PTT-enabled, for simultaneous use by the dispatcher and a supervisor. The headset jack contains two volume controls for the separate adjustment of received radio and telephone audio.

Headset

Headsets are not included with this proposal and should be supplied by Lincoln County if required.

Gooseneck Microphone

The microphone controls the dispatch position's General Transmit and monitor features through two buttons on its base. The microphone can be fastened down or left loose. It can be used alone or in conjunction with a headset.

Footswitch

Each dispatch position includes a dual pedal footswitch that controls General Transmit and monitor functions.

1.4 ADDITIONAL EQUIPMENT

Per your request, we have included the following additional items to extend the functionality of the console to meet Lincoln County's needs.

MCC 7500E Console Project

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System Description   1-6

1.4.1 Enhanced Conventional Channel Gateway Equipment

An Enhanced Conventional Channel Gateway (ECCGWs) provides the interface for analog and ASTRO 25 conventional channels to the ASTRO 25 radio system infrastructure. The ECCGW can support combinations of analog, MDC 1200, ACIM Link, digital, and mixed mode channels simultaneously. Two low capacity ECCGWs are included to interface up to 4 conventional channels each for a total of 8. Using two low capacity models will also provide a level of redundancy should there be a failure of one ECCGW. Resources are required to be tone controlled and 4 wire.

Lincoln County requires 14 conventional resources tied into the ECCGWs:

1. Sheriff Law – Digital APX Consolette with Encryption.
2. Lincoln Law – Digital APX Consolette with Encryption.
3. Lincoln LG – Analog GTR 8000.
4. Hospital – Wireline.
5. Merrill PD – Digital APX Consolette with Encryption.
6. Merrill FD – XPR 5500 with Remote Adapter.
7. Tomahawk FD – XPR 5500 with Remote Adapter.
8. Lincoln Highway – Wireline.
9. WISCOM – Digital APX Consolette.
10. Point-to-Point – GTR 8000 Analog.
11. WISPERN – GTR 8000 Analog.
12. Merrill DPW – Station.
13. MARC Control – GTR 8000 Analog.
14. Backup – Digital APX Consolette with Encryption.

1.4.2 Stations and Consolettes

In addition, APX consolettes and GTR8000 Stations are required for this new console design. Four (4) new digital APX Consolettes with encryption have been included for the Sheriff, Lincoln Law, Merrill PD, and backup. Another (1) digital trunking APX Consolette is included for the WISCOM Interop. Finally, four (4) new analog conventional GTR8000s have been included for Lincoln LG, WISPERN, MARC Control, and Point-to-Point.

Existing antennas, lines, and/or combining equipment will be reused for this deployment. Similarly, power and backup power is assumed to be already in place and sufficient for the new equipment.

1.5 BACKHAUL REQUIREMENTS

All cabling will need to meet the Motorola Solutions Ethernet Specifications shown in Table 1-1 below.

Table 1-1: Backhaul Specifications

ETHERNET LAYER 2 BACKHAUL SPECIFICATIONS	
Throughput	1 to 7 Mbps Full Duplex (dependent on MCC7500 Configuration – See Section 1.1.3)
Latency	< 40ms
Availability	99.999%
Jitter	< 20ms (ITU-T Y.1541 99th percentile)

ETHERNET LAYER 2 BACKHAUL SPECIFICATIONS	
Packet Loss	< 0.01%
IP Version	IPv4
Architecture	Switched Ethernet Service with Q-in-Q Support
QoS Support	802.1p Priority using 4 Priority Levels
VLAN Tagging	Enabled, 802.1Q

1.6   SYSTEM DRAWING

The following system drawing is provided below in Figure 1-3.
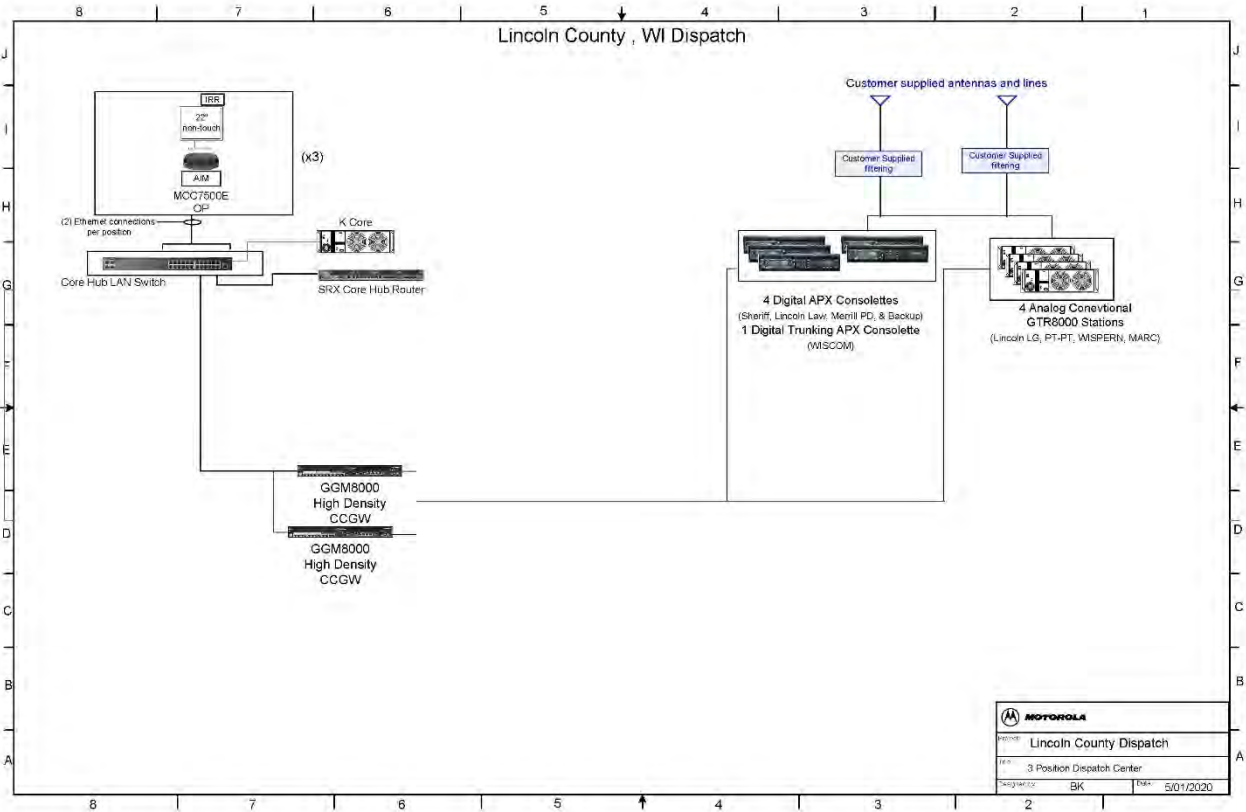

Figure 1-3: Dispatch Center

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System Description   1-8

SECTION 2

STATEMENT OF WORK

2.1   OVERVIEW

Motorola Solutions will install and configure the proposed equipment. The following Table 2-1 describes the tasks involved with installation and configuration.

Table 2-1: Implementation Tasks

Tasks	Motorola Solutions	Lincoln County
PROJECT INITIATION		
Contract Finalization and Team Creation		
Execute contract and distribute contract documents.	X	X
Assign a Project Manager as a single point of contact.	X	X
Assign resources.	X	X
Schedule project kickoff meeting.	X	X
Deliverable: Signed contract, defined project team, and scheduled project kickoff meeting.		
Project Administration		
Ensure that project team members attend all meetings relevant to their role on the project.	X	X
Record and distribute project status meeting minutes.	X	
Complete assigned project tasks according to the project schedule.	X	X
Submit project milestone completion documents.	X	
Upon completion of tasks, approve project milestone completion documents.		X
Deliverable: Completed and approved project milestones throughout the project.		
Project Kickoff		
Present project scope and objectives.	X	
Review SOW responsibilities and project schedule.	X	X
Deliverable: Completed project kickoff and scheduled Design Review.		
Design Review		
Review the operational requirements.	X	
Discuss the proposed cutover plan.	X	
Establish a defined baseline for the system design and identify any special product requirements and their impact on system implementation.	X	
Review the system design, statement of work, project schedule and update the contract documents accordingly.	X	X
Conduct site evaluations to capture site details of the system design and to determine site readiness.	X	
Determine each site's ability to accommodate proposed equipment based upon physical capacity.	X	

MCC 7500E Console Project

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Statement of Work   2-1

Tasks	Motorola Solutions	Lincoln County
Submit design review documents for approval. These documents form the basis of the system, which Motorola Solutions will manufacture, assemble, stage and design.	X	
Approve design review documents.	X	X
Deliverable: Design review document delivered and approved.		
SITE PREPARATION AND DEVELOPMENT		
Site Access		
Provide site access.		X
Provide necessary buildings, equipment shelters, and towers for installation of the new equipment.		X
Ensure adequate electrical power in proper phase and voltage at the sites.		X
Ensure that sites meet space, grounding, power, and connectivity requirements for installation of equipment as required by R56 standards.		X
Obtain all licensing and permitting for sites.		X
Deliverable: Access, permitting, and licensing necessary to install system equipment at each site.		
SYSTEM INSTALLATION		
Equipment Order and Manufacturing		
Process equipment order.	X	
Manufacture Motorola Solutions-provided equipment necessary for system based on equipment order.	X	
Deliverable: Equipment procured and ready for shipment.		
System Staging		
Ship all equipment needed for staging to Motorola Solutions' Customer Center for Solutions Integration (CCSi).	X	
Provide information on existing system interfaces, room layouts, or other information necessary for the assembly to meet field conditions.		X
Set up and rack the solution equipment on a site-by-site basis, as it will be configured in the field at each of the sites.	X	
Cut and label the cables with to/from information to specify interconnection for field installation and future servicing needs.	X	
Complete the cabling/connecting of the subsystems to each other ("connectorization" of the subsystems).	X	
Assemble required subsystems to assure system functionality.	X	
Power up, load application parameters, program, and test all staged equipment.	X	
Confirm system configuration and software compatibility with the existing system.	X	
Inventory the equipment with serial numbers and installation references.	X	
Perform factory functional acceptance tests of system features.	X	
Conduct site and system level testing.	X	
Perform system burn-in 24 hours a day during staging to isolate and capture any defects.	X	
Deliverable: System staged and ready for shipment.		

MCC 7500E Console Project

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Statement of Work   2-2

Tasks	Motorola Solutions	Lincoln County
Equipment Shipment and Storage		
Provide secure location for solution equipment.		X
Pack and ship solution equipment to the identified, or site locations.	X	
Receive solution equipment.		X
Inventory solution equipment.	X	
Deliverable: Solution equipment received and ready for installation.		
General Installation		
Deliver solution equipment to installation location.	X	
Provide existing rack, rack space and desk space as needed for the proposed equipment.		X
Provide any required system interconnections that are not specifically outlined in the system design, including dedicated phone circuits, microwave links or other types of connectivity.		X
Install proposed equipment in existing customer rack or on customer provided desk space in accordance with R56 standards and state/local codes.	X	
Install and terminate all network cables between site routers and network demarcation points, including microwave, leased lines, and Ethernet.		X
Ensure that Type 1 and Type 2 AC suppression is installed to protect installed equipment and console operator positions.		X
Install and terminate all power cabling from AC-powered equipment to surge suppression panels at the top of the rack.	X	
Connect the appropriate equipment to the ground system in accordance with Motorola Solutions R56 Site Installation standards.	X	
Apply Motorola Solutions provided labeling to field installed equipment and cables.	X	
Perform preliminary audit of installed equipment to ensure compliance with requirements.	X	
Installation and performance of equipment and work not provided by Motorola Solutions.		X
Coordinate activities of Motorola Solutions subcontractors.	X	
Coordinate activities of non-Motorola Solutions subcontractors.		X
Customer is responsible for UPS/backup power.		X
Deliverable: Equipment installed.		
ASTRO 25 Core and Console Installation and Configuration		
Install fixed equipment contained in the equipment list and system description.	X	
Provide backhaul connectivity and associated equipment for all sites to meet latency, jitter and capacity requirements.		X
Install MCC 7500 workstations.	X	
Install proposed accessories.	X	
Develop templates for console programming.	X	
Perform console programming and configuration.	X	
Deliverable: Console equipment installation completed.		

MCC 7500E Console Project

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Statement of Work   2-3

Tasks	Motorola Solutions	Lincoln County
Solution Optimization		
Verify that all equipment is operating properly and that all electrical and signal levels are set accurately.	X	
Verify that all audio and data levels are at factory settings.	X	
Verify communication interfaces between devices for proper operation.	X	
Ensure that functionality meets manufacturers' specifications and complies with the final configuration established during design review or system staging.	X	
Set up the console to perform radio dispatching operations on the radio system.	X	
Deliverable: Completion of System Optimization.		
Cutover		
Finalize Cutover Plan.	X	X
Conduct cutover meeting with relevant personnel to address both how to mitigate technical and communication problem impacts to the users during cutover and during the general operation of the system.	X	
During cutover, follow the written plan and implement the defined contingencies, as required.	X	
Customer is responsible for coordinating with the appropriate resources to provide training for the equipment provided in this proposal.		X
Cut over users and ensure that user radios are operating on system.		X
Deliverable: Migration to new system completed.		
Finalize Documentation and System Acceptance		
Provide an electronic as-built system manual on CD. The documentation will include the following as appropriate: ▪ System, site, and rack diagrams. ▪ Equipment Inventory List. ▪ Console Programming Template (where applicable). Documentation will be delivered in Adobe PDF format.	X	
Receive and approve documentation.		X
Execute Final Project Acceptance.	X	X
Deliverable: All required documents are provided and approved. Final Project Acceptance.		

MCC 7500E Console Project

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Statement of Work   2-4

2.2   ASSUMPTIONS

This proposal is based upon the following assumptions.

- Room is available for the 2 racks.
- Rack's AC breaker panel is customer provided.
- One (1) DVD player included to share.
- Two (2) CCGWs are required for 16 resources.
- Backup Power is existing.
- Non redundant K Core Controller.
- Three (3) Ops with the following:
    - 22-inch touchscreen monitor.
    - Four (4) Speakers.
    - One (1) MIC.
    - One (1) Footswitch.
    - Two (2) Headset Jacks.
    - Z2 Mini.
    - Audio Interface Module (AIM).
    - Dual IRR.
    - USB HUB.
    - Resource Licenses of 15 radio resources.
    - DES-OFB Encryption.
- Sufficient power for the operator positions is available and provided by the customer.
- Furniture is provided by the customer.
- All operator positions will be interfaced to the radio network (K Core) and no CEN equipment is required.
- No third-party interfacing.
- Dispatch, stations, consolettes, and Core Controller are co-located.
- Existing logging will be used.
- Standard cabling.

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Statement of Work   2-5

SECTION 3
SUPPORT PLAN

3.1 INTRODUCTION

To maintain Lincoln County's equipment, Motorola Solutions offers our standard commercial warranty as set forth in the Communications System and Service Agreement.

In addition to the standard warranty, Motorola Solutions is including customized services during the warranty, as summarized in Table 3-1.

A description of the proposed services is included in this section. Upon request, Motorola will provide detailed statements of work that fully describe these proposed services.

Table 3-1: Proposed Services

Service Description	Additional Above Warranty
Technical Support	Included
Infrastructure Repair with Advanced Replacement	Included
Dispatch	Included
OnSite Infrastructure Response	Included
Preventative Maintenance 1	Included
Security Update Services	Included
System Upgrade Agreement II	Included

3.1.1 Technical Support

Technical support provides centralized remote telephone support for technical issues through the experienced system technologists at Motorola's Solutions Support Center (SSC). Once Lincoln's personnel call for support, a support case will be opened and logged. The SSC technologists will use their experience, a consolidated solutions database, in-house test labs, and development engineers to ensure the rapid resolution of the issue.

Incident management and escalation procedures are in place to ensure that contracted response and restore times are met. Since each incident is monitored and recorded, the resulting metrics can be analyzed to ensure ongoing system performance.

3.1.2 Infrastructure Repair with Advanced Replacement

Infrastructure Repair with Advanced Replacement provides for expedited replacement of the equipment in the proposed solution, whether it is manufactured by Motorola Solutions or by another vendor. When a component fails, Lincoln County will be able to request a replacement and have it shipped immediately for use in the system, prior to sending the faulty component to Motorola Solutions for repair. When requesting a replacement component, Lincoln County can choose to either keep the replacement component or send it back to Motorola Solutions once the original failed component is repaired and returned. Motorola Solutions will pay two-way shipping on all components shipped through this service.

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Support Plan   3-1

3.1.3   Dispatch Service

With Motorola Solutions Dispatch Service, all a customer has to do is make one phone call and their system response and restoration process begins immediately. Dispatch ensures that local, trained and qualified technicians will arrive at their location within hours to diagnose and restore their communications network. Following proven response and restoration processes, Motorola Solutions Dispatch contacts the local authorized service center in their area and dispatches a qualified technician to their site. An automated escalation process ensures that technician site arrival and system restoration comply with contracted response and restore times. Once the issue has been addressed, the System Support Center verifies resolution and with the customer's approval, closes the case. Activity records are also available to provide a comprehensive history of site performance, issues, and resolution.

3.1.4   OnSite Infrastructure Response

OnSite Infrastructure Response provides local qualified technicians who arrive at your location to diagnose and restore the system. Following proven response and restore processes, Motorola Solutions' Call Center contacts the local authorized service center in Lincoln's area and dispatches a qualified technician. Our case management and escalation process ensures that arrival of the technician on-site and system restoration comply with contracted response times. If the technician is unable to resolve the issue on site, the case is escalated to the Solutions Support Center (SSC) or product engineering teams for support as needed.

3.1.5   Preventative Maintenance I

During Preventive Maintenance, Motorola-certified field technicians will inspect Lincoln County's equipment on a routine basis to ensure that the equipment continues to meet original manufacturer's specifications. If a situation warrants it, technicians will be dispatch to perform hands-on examinations and diagnostics. This service will help to detect potential problems before they develop, maximizing equipment performance, reducing the possibility of failures, and prolonging equipment life.

3.1.6   Security Update Services

Commercial security software updates are often designed without RF systems in mind and could cause inadvertent harm to Lincoln County's ASTRO 25 network, disrupting mission-critical communications and putting Lincoln County's first responders and citizens at risk. Motorola Solutions' Security Update Service assures that commercial anti-virus definitions, operating system software patches, and Intrusion Detection Sensor signature files are compatible with Lincoln County's ASTRO 25 network and do not interfere with network functionality.

Our expert network security technologists analyze, perform testing, and validate the latest security software updates in a dedicated test lab and provide continuous monitoring of updates to provide you regular electronic updates upon completion of successful testing.

To verify compatibility with your ASTRO system, Motorola Solutions' Security Update Service (SUS) provides pre-tested third-party software (SW) security updates.

Motorola Solutions shall maintain a dedicated vetting lab for each supported ASTRO release for the purpose of pre-testing security updates. In some cases, when appropriate, Motorola Solutions will make the updates available to outside vendors, allow them to test, and then incorporate those results into this offering. Depending on the specific ASTRO release and customer options, these may include

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Support Plan   3-2

updates to antivirus definitions, OEM vendor supported Windows Workstation and Server, Solaris and RedHat Linux (RHEL) operating system patches, VMware ESXi Hypervisor patches, Oracle database patches, PostgreSQL patches, and patches for other third-party Windows applications such as Adobe Acrobat and Flash.

Motorola Solutions has no control over the schedule of releases. The schedule for the releases of updates is determined by the Original Equipment Manufacturers (OEMs), without consultation with Motorola Solutions. Antivirus definitions are released every week. Microsoft patches are released on a monthly basis. Motorola Solutions obtains and tests these updates as they are released. Other products have different schedules or are released "as-required." Motorola Solutions will obtain and test these updates on a quarterly basis.

3.1.7 System Upgrade Agreement II

Motorola Solutions' System Upgrade Agreement (SUA II) provides up to one system upgrade of Lincoln County's equipment every two contract years. The SUA II is a complete package of hardware, software and implementation services required to update the proposed dispatch consoles to an eligible system release with an equivalent level of functionality. These system updates will ensure the availability of repair services support to OEM components, optimization of system expansion, and may include operational enhancements if included with a system release upgrade. The SUA service includes the professional implementation services necessary to guarantee that the system upgrades cause minimal interruption to system operation, and as little reliance on Lincoln County's resources as possible.

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Support Plan   3-3

SECTION 4
EQUIPMENT LIST

SysSeg	SubSys	Type	Ln	o	APC	Qty	Nomenclature	Description
K CORE	Dispatch	CORE	1	-	405	1	SQM01SUM0237	SINGLE ZONE CONV NON-RED CORE
K CORE	Dispatch	SPARES	2	-	112	1	DLN6966	FRU: GCP 8000/GCM 8000/GPB 8000
K CORE	Dispatch	SPARES	3	-	558	1	TYN4002	ANALOG/V.24 INTERFACE KIT
K CORE	Dispatch	SPARES	4	-	147	1	TYN4004	FRU: GGM 8000 V.24 MODULE
K CORE	Dispatch	SPARES	5	-	877	1	T8303	IP PACKET CAPTURE EXPANSION
MCC7500e	Dispatch	OP_POS	6	-	244	1	B1948	MCC 7500E DISPATCH POSITION LICENSES
MCC7500e	Dispatch	OP_POS_LIC	6	a	244	3	UA00653AA	ADD: BASIC CONSOLE OPERATION
MCC7500e	Dispatch	OP_POSIT	6	b	244	3	UA00655AA	ADD: ADVANCED CONVENTIONAL OPERATION
MCC7500e	Dispatch	OP_POSIT	6	c	244	3	UA00659AA	ADD: ADP/AES/DES-OFB ENCRYPTION
MCC7500e	Dispatch	OP_POSIT	6	d	244	3	UA00658AA	ADD: SECURE OPERATION
MCC7500e	Dispatch	OP_POSIT	6	e	244	3	UA00249AA	ADD: 15 RADIO RESOURCES LICENSE
MCC7500e	Dispatch	OP_POSIT	6	f	244	3	UA00661AA	ADD: ENHANCED IRR
MCC7500e	Dispatch	OP_POSIT	7	-	244	1	B1949	MCC 7500E SOFTWARE DVD
MCC7500e	Dispatch	OP_POSIT	8	-	708	3	DSEV221B	TECH GLOBAL EVOLUTION SERIES 22INCH WITH TOUCH
MCC7500e	Dispatch	OP_POSIT	9	-	708	3	TT3492	Z2 G4 MINI WORKSTATION NON RETURNAB
MCC7500e	Dispatch	OP_POSIT	10	-	244	12	B1952	SPEAKER, DESKTOP, USB
MCC7500e	Dispatch	OP_POSIT	10	a	754	12	CA03405AA	ADD: POWER SUPPLY WITH DC CORD
MCC7500e	Dispatch	OP_POSIT	10	b	754	12	CA03406AA	ADD: AC LINE CORD, NORTH AMERICA
MCC7500e	Dispatch	OP_POSIT	10	c	754	12	CA03412AA	ADD: USB CABLE, TYPE C TO TYPE C, 4.5M
MCC7500e	Dispatch	OP_POSIT	11	-	443	3	B1941	USB AUDIO INTERFACE MODULE
MCC7500e	Dispatch	OP_POSIT	12	-	443	3	B1914	MCC SERIES DESKTOP GOOSENECK MICROPHONE
MCC7500e	Dispatch	OP_POSIT	13	-	443	6	B1913	MCC SERIES HEADSET JACK

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Equipment List   4-1

SysSeg	SubSys	Type	Ln	o	APC	Qty	Nomenclature	Description
MCC7500e	Dispatch	OP_POSIT	14	-	708	3	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH FOR USE WITH MOTOROLA MCC 7500 DISP
MCC7500e	Dispatch	OP_POSIT	15	-	708	3	T8741	MCAFEE FOR WINDOWS CLIENT, A7.18
MCC7500e	Dispatch	OP_POSIT	16	-	708	3	DSUSB31000S	STARTECH USB 3.0 TO GIGABIT ETHERNET ADAPTER
MCC7500e	Dispatch	OP_POSIT	17	-	708	1	DSF2B56AA	USB EXTERNAL DVD DRIVE
MCC7500e	Dispatch	OP_POSIT	18	-	708	3	DSST7300U3M	STARTECH 7 PORT USB 3.0 HUB
MCC7500e	Dispatch	OP_POSIT	19	-	877	1	T8720	WINDOWS SUPP FULL CONFIG, A7.18
MCC7500e	Dispatch	ROUTER	22	-	147	1	T8492	SITE ROUTER & FIREWALL- AC
MCC7500e	Dispatch	ROUTER	22	a	147	1	CA03445AA	ADD: MISSION CRITICAL HARDENING
MCC7500e	Dispatch	ROUTER	22	b	147	1	CA03448AA	ADD: STATEFUL FIREWALL
MCC7500e	Dispatch	CCGW	23	-	147	2	SQM01SUM0205	GGM 8000 GATEWAY
MCC7500e	Dispatch	CCGW	23	a	147	2	CA01616AA	ADD: AC POWER
MCC7500e	Dispatch	CCGW	23	b	147	2	CA02086AA	ADD: HIGH DENSITY ENH CONV GATEWAY
MCC7500e	Dispatch	RACK	24	-	207	2	DS1101990	SPD, SHIELDED RJ-45 JACK, SINGLE LINE GBE (1000MBPS) R56 COMPLIANT
MCC7500e	Dispatch	RACK	25	-	207	2	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TSJ AND WPH SERIES DATA SPDS
MCC7500e	Dispatch	RACK	26	b	509	2	TRN7343	SEVEN AND A HALF FOOT RACK
MCC7500e	Dispatch	SPARES	27	-	147	1	SQM01SUM0205	GGM 8000 GATEWAY
MCC7500e	Dispatch	SPARES	27	a	147	1	CA01616AA	ADD: AC POWER
MCC7500e	Dispatch	SPARES	27	b	147	1	CA02086AA	ADD: HIGH DENSITY ENH CONV GATEWAY
MCC7500e	Dispatch	SPARES	28	-	147	1	T8492	SITE ROUTER & FIREWALL- AC
MCC7500e	Dispatch	SPARES	28	a	147	1	CA03445AA	ADD: MISSION CRITICAL HARDENING
MCC7500e	Dispatch	SPARES	28	b	147	1	CA03448AA	ADD: STATEFUL FIREWALL
MCC7500e	Dispatch	SPARES	29	-	443	1	B1941	USB AUDIO INTERFACE MODULE
MCC7500e	Dispatch	SPARES	30	-	244	1	B1952	SPEAKER, DESKTOP, USB
MCC7500e	Dispatch	SPARES	31	-	443	1	B1914	MCC SERIES DESKTOP GOOSENECK MICROPHONE

MCC 7500E Console Project

SysSeg	SubSys	Type	Ln	o	APC	Qty	Nomenclature	Description
MCC7500e	Dispatch	SPARES	32	-	443	1	B1913	MCC SERIES HEADSET JACK
MCC7500e	Dispatch	SPARES	33	-	708	1	TT3492	Z2 G4 MINI WORKSTATION NON RETURNAB
MCC7500e	Dispatch	SPARES	34	-	147	1	CLN1868	2930F 24-PORT SWITCH
MCC7500e	Dispatch	SPARES	35	-	147	1	CLN1866	FRU: 1M DAC CABLE
VHF_DigCon	Consolettes	APX7500CON	36	-	681	4	L37TSS9PW1 N	ALL BAND CONSOLETTE
VHF_DigCon	Consolettes	APX7500CON	36	a	681	4	GA05507	DEL: DELETE 7/800MHZ BAND
VHF_DigCon	Consolettes	APX7500CON	36	b	681	4	GA05509	DEL: DELETE UHF BAND
VHF_DigCon	Consolettes	APX7500CON	36	c	656	4	G48	ENH: CONVENTIONAL OPERATION
VHF_DigCon	Consolettes	APX7500CON	36	d	656	4	GA09000	ADD: DIGITAL TONE SIGNALING
VHF_DigCon	Consolettes	APX7500CON	36	e	761	4	GA00469	ENH: EXTENDED DISPATCH APX CONSOLETTE
VHF_DigCon	Consolettes	APX7500CON	36	f	471	4	W12	ADD: RF PREAMP
VHF_DigCon	Consolettes	APX7500CON	36	g	761	4	L999	ADD: FULL FP W/05/KEYPAD/CLOCK/VU
VHF_DigCon	Consolettes	APX7500CON	36	h	656	4	G90	ADD: NO MICROPHONE NEEDED
VHF_DigCon	Consolettes	APX7500CON	36	i	681	4	G806	ENH: ASTRO DIGITAL CAI OP APX
VHF_DigCon	Consolettes	APX7500CON	36	j	656	4	G444	ADD: APX CONTROL HEAD SOFTWARE
VHF_DigCon	Consolettes	APX7500CON	36	k	761	4	CA01598	ADD: AC LINE CORD US
VHF_DigCon	Consolettes	APX7500CON	36	l	761	4	CA01942	ADD: DC CORD
VHF_DigCon	Consolettes	APX7500CON	36	m	656	4	G851	ADD: AES/DES-XL/DES-OFB ENCRYPTION AND ADP
VHF_DigCon	Consolettes	APX7500CON	36	n	656	4	W969	ADD: MULTIPLE KEY ENCRYPTION OPERATION
VHF_DigCon	Consolettes	APX7500CON	36	o	185	4	GA00318	ADD: 5Y ESSENTIAL SERVICE
VHF_Trunk	Consolettes	APX7500CON	37	-	656	1	L37TSS9PW1 N	ALL BAND CONSOLETTE
VHF_Trunk	Consolettes	APX7500CON	37	a	681	1	GA05507	DEL: DELETE 7/800MHZ BAND
VHF_Trunk	Consolettes	APX7500CON	37	b	681	1	GA05509	DEL: DELETE UHF BAND
VHF_Trunk	Consolettes	APX7500CON	37	c	656	1	G51	ENH: SMARTZONE OPERATION APX
VHF_Trunk	Consolettes	APX7500CON	37	d	656	1	GA09000	ADD: DIGITAL TONE SIGNALING
VHF_Trunk	Consolettes	APX7500CON	37	e	656	1	G361	ENH: P25 TRUNKING SOFTWARE APX

SysSeg	SubSys	Type	Ln	o	APC	Qty	Nomenclature	Description
VHF_Trunk	Consolettes	APX7500CON	37	f	761	1	GA00469	ENH: EXTENDED DISPATCH APX CONSOLETTE
VHF_Trunk	Consolettes	APX7500CON	37	g	471	1	W12	ADD: RF PREAMP
VHF_Trunk	Consolettes	APX7500CON	37	h	761	1	L999	ADD: FULL FP W/05/KEYPAD/CLOCK/VU
VHF_Trunk	Consolettes	APX7500CON	37	i	656	1	G90	ADD: NO MICROPHONE NEEDED
VHF_Trunk	Consolettes	APX7500CON	37	j	681	1	G806	ENH: ASTRO DIGITAL CAI OP APX
VHF_Trunk	Consolettes	APX7500CON	37	k	761	1	CA01598	ADD: AC LINE CORD US
VHF_Trunk	Consolettes	APX7500CON	37	l	761	1	CA01942	ADD: DC CORD
VHF_Trunk	Consolettes	APX7500CON	37	m	656	1	G851	ADD: AES/DES-XL/DES-OFB ENCRYPTION AND ADP
VHF_Trunk	Consolettes	APX7500CON	37	n	656	1	W969	ADD: MULTIPLE KEY ENCRYPTION OPERATION
VHF_Trunk	Consolettes	APX7500CON	37	o	185	1	GA00318	ADD: 5Y ESSENTIAL SERVICE
VHF_AnalogCon	Base Stations	GTR8000	40	-	112	4	T7039	GTR 8000 Base Radio
VHF_AnalogCon	Base Stations	GTR8000	40	a	595	4	CA00718AA	ADD: ASTRO SYSTEM RELEASE 7.18
VHF_AnalogCon	Base Stations	GTR8000	40	b	112	4	CA01504AA	ADD: ANTENNA RELAY
VHF_AnalogCon	Base Stations	GTR8000	40	c	595	4	CA01949AA	ADD: ANALOG ONLY CONV SW
VHF_AnalogCon	Base Stations	GTR8000	40	d	112	4	X153AW	ADD: RACK MOUNT HARDWARE
VHF_AnalogCon	Base Stations	GTR8000	40	e	112	4	CA00952AA	ADD: QUANTAR RETROFIT HARDWARE
VHF_AnalogCon	Base Stations	GTR8000	40	f	112	4	CA00975AA	ADD: BATTERY TEMP SENSOR EXTENSION CABLE
VHF_AnalogCon	Base Stations	GTR8000	40	g	112	4	CA01400AA	ADD: POWER CABLE, DC
VHF_AnalogCon	Base Stations	GTR8000	40	h	112	4	X530BG	ADD: VHF (136-174 MHZ)

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Equipment List   4-4

SECTION 5

PRICING SUMMARY

5.1 MAIN SYSTEM SOLUTION

Description	Solution Pricing
Total Lincoln Main System Solution	
Equipment and Implementation Services with 1st Year Warranty**	$383,621
Total with Post Warranty Services	$651,654
Discount if Contract Signed by 9/18/20*	($45,511)
Total Discounted Price	**$606,143**

5.2 OPTIONAL POST WARRANTY SERVICES

Description	Main Solution Services**	SUS/SUAII
Year 2	$32,163	$21,446
Year 3	$33,771	$22,177
Year 4	$35,460	$22,943
Year 5	$37,232	$23,748
Year 6	$39,094	N/A***
Total Post Warranty Services	$177,719	$90,314

*Optional services years 2-6 and SUAII years 2-5 must be purchased in order to receive discount.

** Technical Support, OnSite (Regular) with Local Dispatch, Infrastructure Repair with Advanced Repair, Preventative Maintenance.

***SUAII is not applicable for year 6

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Pricing Summary 5-1

SECTION 6

CONTRACTUAL DOCUMENTATION

6.1 COMMUNICATIONS SYSTEM AND SERVICE AGREEMENT

Motorola Solutions has provided a Communications System and Service Agreement and Maintenance, Support and SUA Addendum on the following pages.

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Contractual Documentation   6-1

<center>**Communications System and Services Agreement**</center>

Motorola Solutions, Inc. ("Motorola") and Lincoln County Sheriff's Department ("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 ____9/9/20_____
        C-2   "Pricing Summary & Equipment List" dated _9/9/20_____
        C-3   "Implementation Statement of Work" dated _9/9/20_____
        C-4   "Acceptance Test Plan" or "ATP" dated _____
        C-5   "Performance Schedule" dated _____
Exhibit D   "System Acceptance Certificate"

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 Addenda 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. The nature and existence of this Agreement are considered Confidential Information. Confidential Information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such

disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

"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 License Agreement" means the Motorola Software License Agreement (Exhibit A).

"Software Support Policy" ("SwSP") means the policy set forth at http://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf 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 the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, or completion of the Services, whichever occurs last. 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 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/content/dam/msi/secure/services/software_policy.pdf 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.

4.6.   COVENANT NOT TO EMPLOY. During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering Services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

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 $606,143. 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. Invoices will be mailed or emailed to Customer pursuant to Section 6.5, Invoicing and Shipping Addresses. 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:_____

E-INVOICE. To receive invoices via email:
Customer Account Number:_____
Customer Accounts Payable Email:_____
Customer CC(optional) Email:_____

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

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

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

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.

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; 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, NON-INFRINGEMENT, 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 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 a court of competent jurisdiction in the state in which the System is installed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

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

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

14.3.   PATENT AND COPYRIGHT INFRINGEMENT.

14.3.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

14.3.2 If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

14.3.3 Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by

Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

14.3.4. 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 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 total liability will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Services preceding the incident giving rise to the claim. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, 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, decompile, 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.

16.2. 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. Under no circumstances will Motorola be required to provide any data related to cost and pricing.

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   FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

17.10. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this

Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

17.11. 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.

17.12. 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.

17.13. 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.   **Customer**

By: _____   By: _____

Name: _____   Name: _____

Title: _____   Title: _____

Date: _____   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, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7   TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than 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 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

13.4.   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.

13.5.   GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.6.   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.

13.7.   SURVIVAL. Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.8.   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.

13.9. 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. 85% of the Contract Price due upon shipment of equipment to customer location;

2. 10% of the Contract Price due upon installation of equipment; and

3. 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.
The chart below outlines the hourly labor rates for Motorola System Integration resources to be used. The staffing requirements shall be multiplied by the appropriate rate per resource in the table below. The hourly labor rates are fully burdened. The hourly rates per resource type and level are listed in Table 1.

Levels	Resource Types			
	Project Management	System Engineering	System Technologist	Project Administration
4	$ 290.00	$ 300.00	$ 280.00	$ 200.00
3	$ 240.00	$ 250.00	$ 240.00	$ 180.00
2	$ 220.00	$ 220.00	$ 220.00	$ 170.00
1	$ 190.00	$ 210.00	$ 210.00	$ 160.00

Table 1 - Hourly Rates

These rates apply to ordinary days and times (Monday to Friday during the hours 8am to 5pm). Additional surcharges may apply to work done outside these timeframes. The minimum charge for any resource will be 4 hours. Travel expenses are not included in these rates and may be charged separately. The qualifications of each type and level of resource are defined in the tables found at https://www.motorolasolutions.com/content/dam/msi/secure/services/labor-rates-exhibit-160408.pdf. All Motorola System Integration personnel assigned to this project will be classified according these levels. Project Administrative roles are varied and their specific duties and qualifications will be determined by the complexity and requirements of each project.

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 Solutions 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 Solutions Representative:

Signature: _____   Signature: _____

Print Name: _____   Print Name: _____

Title: _____   Title: _____

Date: _____   Date: _____

MAINTENANCE, SUPPORT AND SUA ADDENDUM

This Addendum to the Communications System and Services Agreement or other previously executed Agreement currently in force, as applicable ("Primary Agreement") provides additional or different terms and conditions to govern the sale of Maintenance, Support and SUA II services. The terms in this Addendum are integral to and incorporated into the Primary Agreement signed by the Parties.

1.   DEFINITIONS

All capitalized terms not otherwise defined herein shall have the same meaning as defined in the Primary Agreement.

"SUA" or "SUA II" means Motorola's Software Upgrade Agreement program for Motorola's P25 radio system.

2.   SCOPE

Motorola will provide Maintenance and Support Services and/or SUA Services as further described in the applicable Statement of Work, or attachment to Motorola's proposal for additional services.

3.   TERMS AND CONDITIONS

The terms of the Primary Agreement combined with the terms of this Addendum will govern the products and services offered pursuant to this Addendum. To the extent there is a conflict between the terms and conditions of the Primary Agreement and the terms and conditions of this Addendum, this Addendum takes precedence.

3.1   <u>MAINTENANCE AND SUPPORT SERVICES</u>

3.1.1   PURCHASE ORDER ACCEPTANCE. Purchase orders for additional, continued, or expanded maintenance and software support, during the Warranty Period or after the Warranty Period, become binding only when accepted in writing by Motorola.

3.1.2   START DATE. The "Start Date" for Maintenance and Support Services will be upon the expiration of the Warranty Period.

3.1.3   AUTO RENEWAL. Unless the cover page or SOW specifically states a termination date or one Party notifies the other in writing of its intention to discontinue the Services, this Agreement will renew for an additional one (1) year term on every anniversary of the Start Date. At the anniversary date, Motorola may adjust the price of the Services to reflect the renewal rate.

3.1.4   TERMINATION. Written notice of intent to terminate must be provided thirty (30) days or more prior to the anniversary date. If Motorola provides Services after the termination or expiration of this Addendum, the terms and conditions in effect at the time of termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

3.1.5   EQUIPMENT DEFINITION. For maintenance and support services, Equipment will be defined to mean the hardware specified in the applicable SOW or attachments to the maintenance and support proposal.

3.1.6   ADDITIONAL HARDWARE. If Customer purchases additional hardware from Motorola that becomes part of the System, the additional hardware may be added to this Addendum and will be billed at the applicable rates after the warranty period for that additional equipment expires. Such hardware will be included in the definition of Equipment.

3.1.7   MAINTENANCE. Equipment will be maintained at levels set forth in the manufacturer's product manuals and routine procedures that are prescribed by Motorola will be followed. Motorola parts or parts of equal quality will be used for Equipment maintenance.

3.1.8   EQUIPMENT CONDITION. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Addendum. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay maintenance and support fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically maintained for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to maintain that Equipment.

3.1.9   EQUIPMENT FAILURE. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Addendum and applicable SOW.

3.1.10 INTRINSICALLY SAFE. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

3.1.11 EXCLUDED SERVICES.

   a) Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

   b) Unless specifically included in this Addendum, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

3.1.12 TIME AND PLACE. Service will be provided at the location specified in this Addendum and/or the SOW. When Motorola performs maintenance, support, or installation at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Addendum or applicable SOW, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Addendum or applicable SOW, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

3.1.13 CUSTOMER CONTACT. Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

3.2   **SUA SERVICES**

3.2.1   The Software License Agreement included as Exhibit A to the Primary Agreement applies to any Motorola Software provided as part of the SUA transactions.

3.2.2   The term of this Addendum is four years years. The Price for the four years of services , which includes the following: SUAII and SUS (eyars 2-5) is $90,314, excluding applicable sales or use taxes but including discounts as more fully set forth in the pricing pages. Because the SUA is a subscription service as more fully described in the applicable SUA Statement of Work, payment from Customer is due in advance and will not be in accordance with any Payment Milestone Schedule.

3.2.3   The System upgrade will be scheduled during the subscription period and will be performed when Motorola's system upgrade operation resources are available. Because there might be a significant time frame between when this Addendum is executed and when a System upgrade transaction is performed, Motorola may substitute any of the promised Equipment or Software so long as the substitute is equivalent or superior to the initially promised Equipment or Software.

3.2.4   Acceptance of a SUA transaction occurs when the Equipment (if any) and Software are delivered and the SUA services are fully performed; there is no Acceptance Testing with a SUA transaction.

3.2.5   The Warranty Period for any Equipment or Motorola Software provided under a SUA transaction will commence upon shipment and not on System Acceptance or Beneficial Use, and is for a period of ninety (90) days rather than one (1) year. The ninety (90) day warranty for SUA services is set forth in the SUA Statement of Work.

3.2.6   In addition to the description of the SUA services and exclusions provided in the SUA Statement of Work, the following apply:

   a)   Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment.

   b)   SUA services exclude the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

   c)   Unless specifically included in this Addendum or the SUA Statement of Work, SUA services exclude items that are consumed in the normal operation of the Equipment; accessories; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

   d)   Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available during the performance of the SUA services.

3.2.7   The SUA annualized price is based on the fulfillment of the two-year cycle. If Customer terminates this service during a two-year cycle, except for Motorola's default, then Customer will be required to pay for the balance of payments owed for the two year cycle if a major system release has been implemented before the point of termination.

3.2.8 If Customer terminates this service and contractual commitment before the end of the four year term, for any reason other than Motorola's default, then the Customer will pay to Motorola a termination fee equal to the discount applied to the last three years of service payments related to the four year commitment.

4.   PAYMENT

4.1 Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and the Customer must pay each invoice in U.S. dollars within thirty (30) days of the invoice date. Customer will reimburse Motorola for all

property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

4.2 INFLATION ADJUSTMENT. For multi-year agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

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

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

Motorola Solutions Representative: Customer Representative:

Signature: _____   Signature: _____

Print Name: _____   Print Name: _____

Title: _____   Title: _____

Date: _____   Date: _____

END

6.2 APPENDIX A ANNUAL PREVENTIVE MAINTENANCE STATEMENT OF WORK

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

Annual Preventative Maintenance will provide annual operational tests on the customer's infrastructure equipment (Infrastructure or Fixed Network Equipment or "FNE") to monitor the Infrastructure's conformance to specifications, as set forth in the applicable attached Exhibit(s), all of which are hereby incorporated by this reference.

1.1 Scope

Annual Preventive Maintenance will be performed during standard business hours (unless otherwise agreed to in writing). If the system or Customer requirements dictate this service must occur outside of standard business hours, an additional quotation will be provided. Customer is responsible for any charges associated with unusual access requirements or expenses.

1.2 Inclusions

Annual Preventive Maintenance service will be delivered on Motorola sold infrastructure including integrated third-party products per the level of service as defined in Table 1.

1.3 Limitations and Exclusions

Unless specifically called, the following activities are outside the scope of the Annual Preventive Maintenance service, however, can be included as optional services that are available to Annual Preventive Maintenance customers at an additional cost:

　1.3.1.　Emergency on-site visits required to resolve technical issues.

　1.3.2.　Third party support for equipment not sold by Motorola as part of the original system.

　1.3.3.　System installations, upgrades, and expansions.

　1.3.4.　Customer training.

　1.3.5.　Hardware repair and/or exchange.

　1.3.6.　Network security services.

　1.3.7.　Network transport.

　1.3.8.　Information Assurance.

　1.3.9.　Motorola services not included in this statement of work.

　1.3.10.　Any maintenance required as a result of a virus or unwanted intrusion is excluded if the system is not protected against these security threats by Motorola's Pre-tested Security Update Service when applicable.

　1.3.11.　Tower climbs, tower mapping analysis or tower structure analysis

1.4 Motorola has the following responsibilities:

　1.4.1　Notify the customer of any planned system downtime needed to perform this Service.

　1.4.2　Advise customer of issues that may require attention.

　1.4.3　Maintain communication with the customer as needed until completion of the Annual Preventive Maintenance.

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1.4.4   Determine, in its sole discretion, when a case requires more than the Annual Preventive Maintenance services described in this SOW and notify customer of an alternative course of action.

1.4.5   Provide customer with a report documenting system performance against expected parameters along with recommended actions. Time allotment for report completion TBD.

1.4.6   Provide trained and qualified personnel with proper security clearance required to complete Annual Preventive Maintenance service.

1.5   The Customer has the following responsibilities:

1.5.1   Provide preferred schedule for Annual Preventative Maintenance to Motorola.

1.5.2   Authorize and acknowledge any scheduled system downtime.

1.5.3   Maintain periodic backup of databases, software applications, and firmware.

1.5.4   Establish and maintain a suitable environment (heat, light, and power) for the equipment location and provide Motorola full, free, and safe access to the equipment so that Motorola may provide services. All sites shall be accessible by standard service vehicles.

1.5.5   Submit changes in any information supplied in the Customer Support Plan (CSP) to the Customer Support Manager (CSM).

1.5.6   Provide site escorts in a timely manner if required.

1.5.7   Provide Motorola with requirements necessary for access to secure facilities.

1.5.8   Obtain at Customer's cost all third party consents or licenses required to enable Motorola to provide the Service.

1.6   The Servicer has the following responsibilities:

1.6.1   Perform the Preventive Maintenance tasks as set forth in Table 1 at the level of service the customer has purchased.

1.6.2   Perform the Site Performance Verification Procedures in Table 2 for each site type on the system.

1.6.3   Provide required diagnostic/test equipment necessary to perform the Preventive Maintenance service.

1.6.4   As applicable, use the Method of Procedure (MOPs) as defined for each task.

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Table 1: Preventive Maintenance Tasks

MASTER SITE CHECKLIST - LEVEL 1	
SERVERS	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
NM Client Applications	Review UEM events and transport medium types, (microwave/leased line/telco, etc.). Event log review for persistent types. Verify all NM client applications are operating correctly.
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.
Complete Backup	Verify backups have been done or scheduled. SZ database (BAR), CENTRACOM CDM/ADM database, etc.
Network Time Protocol (NTP)	Verify operation and syncing all devices.
Data Collection Devices (DCD) check (if present)	Verify data collection.
Anti-Virus	Verify anti-virus is enabled and that definition files are up to date (within two weeks of current date) on CSMS.
ROUTERS	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on router type. Capture available diagnostic logs.
Verify Redundant Routers	Test redundancy in CWR devices. Core router switchover (coordinate with customer).
SWITCHES	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on switch type. Capture available diagnostic logs.
Verify Redundant Switches	Test redundancy in CWR devices. Core router switchover (coordinate with customer).
DOMAIN CONTROLLERS (non-CSA)	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.
FIREWALLS	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.

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PRIME SITE CHECKLIST - LEVEL 1	
SOFTWARE	
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.
SWITCHES	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on switch type. Capture available diagnostic logs.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways.
ROUTERS	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on router type. Capture available diagnostic logs.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways.
MISCELLANEOUS EQUIPMENT	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Site Frequency Standard Check (TRAK)	Check lights and indicators for A/B receivers.
SITE CONTROLLERS	
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways.
COMPARATORS	
Equipment Alarms	Verify no warning/alarm indicators.
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways.

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DISPATCH SITE CHECKLIST - LEVEL 1	
GENERAL	
Inspect all Cables	Inspect all cables/connections to external interfaces are secure.
Mouse and Keyboard	Verify operation of mouse and keyboard.
Configuration File	Verify each operator position has access to required configuration files.
Console Op Time	Verify console op time is consistent across all ops.
Screensaver	Verify screensaver set as customer prefers.
Screen Performance	Verify screen operational/performance.
Touchscreen	Verify touchscreen operation (if applicable).
Cabling/Lights/Fans	Visual inspection of all equipment - cabling/ lights/ fans.
Filters/Fans/Dust	Clean any filters/ fans/ dust- all equipment.
Monitor and Hard Drive	Confirm monitor and hard drive do not "sleep".
DVD/CD	Verify / clean DVD or CD drive.
Time Synchronization	Verify console time is synchronized with NTP server.
Anti-Virus	Verify anti-virus is enabled and that definition files are up to date (within two weeks of current date).
HEADSET UNPLUGGED TESTING	
Speakers	Test all speakers - audio quality, volume, static, drop-outs, excess hiss when turned up.
Channel Audio in Speaker	Verify selected channel audio in select speaker only.
Footswitch Pedals	Verify both footswitch pedals operational.
Radio On-Air Light	Verify radio on air light comes on with TX (if applicable).
HEADSET PLUGGED IN TESTING	
Radio TX and RX	Verify radio TX/RX from both headset jacks. Verify levels OK. Check volume controls for noise/static or drop-outs.
Speaker Mute	Verify select speaker muted.
Telephone Operation	Verify telephone operational through both headset jacks. Check volume controls for noise/static or drop-outs.
Audio Switches	Verify select audio switches to speaker when phone off-hook. (if interfaced to phones).
Radio Takeover in Headset	Verify radio-takeover in headset mic when phone off-hook (mic switches to radio during PTT and mutes to phone).
OTHER TESTS	
Phone Status Light	Verify phone status light comes on when phone off-hook (if applicable).
Desk Microphone Operation	Confirm desk mic operation (if applicable).
Radio IRR Operation	Verify radio IRR operational (if applicable) on MOT dispatch.
Telephone IRR Operation	Verify telephone [if on radio computer] IRR operational (if applicable) on MOT dispatch.

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Lincoln County Sheriff's Department
September 9, 2020

DISPATCH SITE CHECKLIST - LEVEL 1	
Recording	Verify operator position being recorded on long term logging recorder (if applicable) if included in service agreement.
COMPUTER PERFORMANCE TESTING	
Computer Reboot	Reboot op position computer.
Computer Operational	Confirm client computer is fully operational (if applicable).
AUDIO TESTING	
Conventional Resources	Confirm all conventional resources are functional with adequate audio levels and quality.
Secure Mode	Confirm any secure talkgroups are operational in secure mode.
Trunked Resources	Confirm all trunked resources on screen are functioning by placing a call in both directions (at the customer's discretion) and at a single op position.
Backup Resources	Confirm backup resources are operational.
EQUIPMENT ROOM TESTS	
Recording - AIS Test	Verify audio logging of trunked calls.
Recording	Test op position logging on analog recorder (with customer assistance).
System Alarms	Review alarm system on all equipment for errors.
Capture Diags	Perform recommended diagnostic tests based on equipment. Capture available diagnostic logs.
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.

RF SITE CHECKLIST - LEVEL 1	
RF PM CHECKLIST	
Equipment Alarms	Verify no warning/alarm indicators.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways.
Site Frequency Standard Check	Check lights and indicators for A/B receivers.
Basic Voice Call Check	Voice test each voice path, radio to radio.
Control Channel Redundancy (trunking)	Roll control channel, test, and roll back.
Site Controller Redundancy (trunking) - ASR only	Roll site controllers with no dropped audio.
PM Optimization Workbook (See Table 2 for GTR tests)	Complete Base Station Verification tests - Frequency Error, Modulation Fidelity, Forward at Set Power, Reverse at Set Power, Gen Level Desense no Tx.

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Table 2: Site Performance Verification Procedures

ASTRO 25 GTR ESS SITE PERFORMANCE
ANTENNAS
Transmit Antenna Data
Receive (Antenna) System Data
Tower Top Amplifier Data
FDMA MODE
Base Radio Transmitter Tests
Base Radio Receiver Tests
Base Radio Transmit RFDS Tests
Receive RFDS Tests with TTA (if applicable)
Receive RFDS Tests without TTA (if applicable)
TDMA MODE
Base Radio TDMA Transmitter Tests
Base Radio TDMA Receiver Tests
TDMA Transmit RFDS Tests
TDMA Receive RFDS Tests with 432 Diversity TTA
TDMA Receive RFDS Tests with 2 Independent TTA's (if applicable)
TDMA Receive RFDS Tests without TTA (if applicable)

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6.3 APPENDIX B ASTRO 25 K CORE SECURITY UPDATE SERVICE STATEMENT OF WORK

To verify compatibility with your ASTRO system, Motorola Solutions, Inc.'s ("Motorola") Security Update Service (SUS) provides pre-tested third-party software (SW) security updates.

This Statement of Work ("SOW") is subject to the terms and conditions of Motorola's Professional Services Agreement, Service Agreement or other applicable agreement in effect between Motorola and customer ("Agreement"). Motorola and Customer may be referred to herein individually as a "Party or together as "Parties."

1.0 Description of Security Update Services

Motorola shall maintain a dedicated vetting lab for each supported ASTRO release for the purpose of pre-testing security updates. In some cases, when appropriate, Motorola will make the updates available to outside vendors, allow them to test, and then incorporate those results into this offering. Depending on the specific ASTRO release and customer options, these may include updates to OEM vendor supported Windows Workstation and Console.

Motorola has no control over the schedule of releases. The schedule for the releases of updates is determined by the Original Equipment Manufacturers (OEMs), without consultation with Motorola. Microsoft patches are released on a monthly basis. Motorola obtains and tests these updates as they are released. Other products have different schedules or are released "as-required." Motorola will obtain and test these updates on a quarterly basis.

K Core SUS

Once tested, Motorola will post the updates to a secured extranet website and send an email notification to the customer. If there are any recommended configuration changes, warnings, or workarounds, Motorola will provide detailed documentation along with the updates on the website. The customer will be responsible for the download and deployment of these Windows and Consoles updates to their ASTRO System.

2.0 Scope

Security Update Service supports the currently shipping Motorola ASTRO System Release (SR) and strives to support 2 releases prior. Motorola reserves the right to adjust which releases are supported as business conditions dictate. Contact your Customer Service Manager for the latest supported releases.

K Core SUS is available for Windows Clients and Console Systems that have non-standard configurations that have not been certified by Motorola Systems Integration and Testing (SIT) are specifically excluded from this Service unless otherwise agreed in writing by Motorola. Motorola will determine, in its sole discretion, the third party software that is supported as a part of this offering.

3.0 Motorola has the following responsibilities:

3.1 Obtain relevant third-party security updates as made available and supported from the OEM's. This includes OEM vendor available/supported operating systems patches,covered by SUS. Motorola does not control when these updates are released, but current release schedules are listed for reference: Microsoft PC – Monthly

3.2 Provide Antivirus definition updates through Motorola's secure extranet site weekly.

3.3 Each assessment will consist of no less than 36 hours of examination time to evaluate the impact each update has on the system.

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3.4 Testing of updates to verify whether they degrade or compromise system functionality on a dedicated ASTRO test system with standard supported configurations.

3.5 Address any issues identified during testing by working with Motorola selected commercial supplier and/or Motorola product development engineering team. If a solution for the identified issues cannot be found, the patch will not be posted on Motorola's site.

3.6 Release all tested updates to Motorola's secure extranet site.

3.7 Include documentation for installation, recommended configuration changes, and identified issues and remediation for each update release.

3.8 Include printable labels for customers who download the updates to CD's.

3.9 Notify customer of update releases by email.

4.0 The Customer has the following responsibilities:

4.1 Provide Motorola with pre-defined information prior to contract start date necessary to complete a Customer Support Plan (CSP).

4.2 Submit changes in any information supplied in the Customer Support Plan (CSP) to the Customer Support Manager (CSM).

4.3 Provide means for accessing pre-tested files (Access to the extranet website).

4.4 Deploy pre-tested files to the customer system as instructed in the "Read Me" text provided.

4.5 Implement recommended remediation(s) on customer system, as determined necessary by customer.

4.6 Upgrade system to a supported system release as necessary to continue service.

4.7 Adhere closely to the System Support Center (SSC) troubleshooting guidelines provided upon system acquisition. A failure to follow SSC guidelines may cause the customer and Motorola unnecessary or overly burdensome remediation efforts. In such case, Motorola reserves the right to charge an additional service fee for the remediation effort.

4.8 Comply with the terms of the applicable license agreement between the customer and the non-Motorola software copyright owner.

5.0 Disclaimer:

Motorola disclaims any and all warranties with respect to pre-tested antivirus definitions, database security updates, hypervisor patches, operating system software patches, intrusion detection sensor signature files, or other third-party files, express or implied. Further, Motorola disclaims any warranty concerning the non-Motorola software and does not guarantee that customer's system will be error-free or immune to security breaches as a result of these services.

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6.4 APPENDIX C ONSITE SUPPORT - STANDARD STATEMENT 0F WORK

Introduction

Motorola's OnSite Infrastructure Response & Dispatch service provides case management and escalation for onsite technical service requests. The service is delivered by the Motorola's Solutions Support Center (SSC) in conjunction with a local service provider. The SSC is responsible for opening a case for onsite support and monitoring the status of that case to ensure strict compliance to committed response times.

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

Description of Services

The Motorola SSC will receive customer request for OnSite service provider and dispatch a servicer. The servicer will respond to the customer location based on pre-defined Priority Levels set forth in Priority Level Definitions table and Response times set forth in Priority Level Response Time Goals table in order to restore the system.

Motorola will provide an Incident management as set forth herein. The SSC will maintain contact with the on-site Motorola Service Shop until system restoral and Incident closure. The SSC will continuously track and manage Incidents from creation to close through an automated Incident tracking process.

1.1 Scope

OnSite Support is available 24 hours a day, 7 days a week in accordance with Priority Level Definitions and Priority Level Response Time Goals tables.

1.2 Geographic Availability

OnSite Infrastructure Response and Dispatch is available to customers worldwide where Motorola servicers are present. Response times are based on the customer's local time zone.

1.2 Inclusions

Onsite Support can be delivered on Motorola-sold infrastructure.

2.0 Motorola has the following responsibilities:

2.1.   Receive service requests.

2.2.   Create an Incident as necessary when service requests are received. Gather information to characterize the issue, determine a plan of action and assign and track the Incident to resolution.

2.3.   Dispatch a field servicer ("Servicer") as required by Motorola's standard procedures and provide necessary Incident information.

2.4.   Provide the required personnel access to relevant customer information as needed.

2.5.   Servicer will perform the following on-site:

2.6.   Run diagnostics on the Infrastructure or Field Replacement Units (FRU).

2.7.   Replace defective Infrastructure or FRU, as supplied by customer.

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2.8. Provide materials, tools, documentation, physical planning manuals, diagnostic/test equipment and any other requirements necessary to perform the maintenance service.

2.9. If a third party vendor is needed to restore the system, the Servicer may accompany that vendor onto the customer's premises.

2.10. Verify with customer that restoration is complete or system is functional, if required by customer's repair verification in the Customer Support Plan. If verification by customer cannot be completed within 20 minutes of restoration, the Incident will be closed and the Servicer will be released.

211. Escalate the Incident to the appropriate party upon expiration of a response time.

2.12. Close the Incident upon receiving notification from customer or servicer, indicating the Incident is resolved.

2.13. Notify customer of Incident status as defined by the Customer Support Plan:

    2.13.1   Open and closed; or

    2.13.2   Open, assigned to the servicer, arrival of the servicer on-site, deferred or delayed, closed.

2.14. Provide Incident activity reports to customer if requested.

3.0   Customer has the following responsibilities:

3.1. Contact Motorola, as necessary, to request service.

3.2. Provide Motorola with the following pre-defined customer information and preferences prior to start date necessary to complete Customer Support Plan (CSP):

    3.2.1.   Incident notification preferences and procedure.

    3.2.2.   Repair verification preference and procedure.

    3.2.3.   Database and escalation procedure forms.

    3.2.4.   Submit changes in any information supplied in the CSP to the Customer Support Manager (CSM).

3.3. Provide the following information when initiating a service request:

    3.3.1.   Assigned system ID number.

    3.3.2.   Problem description and site location.

    3.3.3.   Other pertinent information requested by Motorola to open an Incident.

3.4. Allow Servicers access to equipment.

3.5. Supply infrastructure or FRU, as applicable, in order for Motorola to restore the system.

3.6. Maintain and store in an easily accessible location any and all software needed to restore the system.

3.7. Maintain and store in an easily accessible location proper system backups.

3.8. For E911 systems, test the secondary/backup Public Safety Answering Point (PSAP) connection to be prepared in the event of a catastrophic failure of a system. Train appropriate personnel on the procedures to perform the function of switching to the backup PSAP.

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3.9. Verify with the SSC that restoration is complete or system is functional, if required by repair verification preference provided by customer.

3.10. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide these services.

3.11. Obtain and provide applicable third party consents or licenses at Customer cost to enable Motorola to provide the Services.

4.0 Priority Level Definitions

The following Priority level definitions will be used to determine the maximum response times:

Incident Priority	Definition
Critical	Core: Core server failures Core Link failure Sites/Subsites: Entire Simulcast Not Wide Trunking >= 33% of Sites/subsites down
High	Consoles: Console positions down (>= 33%) Console Site Link Down Sites/Subsites: < 33% of Sites/subsites down >= 33% of channels down Conventional Channels: >= 50% of conventional channels (CCGW) down Devices: Site Router/switch, GPS server down
Medium	Consoles: Console positions down (< 33% at a site) Sites/Subsites: < 33% of channels down Conventional Channels: Less than 50% of conventional channel down
Low	Minor events and warnings in the system Preventative & Planned Maintenance Activities (Scheduled Work)

5.0 OnSite Support Priority Level Response Time Goals

(Customer's Response Time Classification is designated in the Customer Support Plan.)

Incident Priority Level	Standard Response Time
Critical	Within 4 hours from receipt of notification continuously
High	Within 4 hours from receipt of notification continuously
Medium	Within 8 hours from receipt of notification Standard Business Day, Hours(8-5pm local time)
Low	Within 12 hours from receipt of notification Standard Business Day, Hours(8-5pm local time)

* Premier Response is an option that can be purchased, it provides a 2-hour response time for Critical /High Priority Incidents (as applicable)

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6.5   APPENDIX D ASTRO 25 SYSTEM UPGRADE AGREEMENT II (SUA II) STATEMENT OF WORK

1.0 Description of Service and Obligations

1.1   As system releases become available, Motorola agrees to provide the Customer with the software, hardware and implementation services required to execute up to one system infrastructure upgrade in a two-year period for their ASTRO 25 system.

1.2   The Customer has, at its option, the choice of upgrading in either Year 1 or Year 2 of the coverage period. To be eligible for the recurring ASTRO 25 SUA II, the ASTRO 25 system must be in the Standard Support Period.

1.3   ASTRO 25 system releases are intended to improve the system functionality and operation from previous releases and may include some minor feature enhancements. At Motorola's option, system releases may also include significant new feature enhancements that Motorola may offer for purchase. System release software and hardware shall be pre-tested and certified in Motorola's Systems Integration Test lab.

1.4   The price quoted for the SUA II requires the Customer to choose a certified system upgrade path from the system release upgrade chart referenced in Appendix A. Should the Customer elect an upgrade path other than one listed in Appendix A, the Customer agrees that additional costs will be incurred to complete the implementation of the system upgrade. In this case, Motorola agrees to provide a price quotation for any additional materials and services necessary.

1.5   ASTRO 25 SUA II entitles a Customer to past software versions for the purpose of downgrading product software to a compatible release version.

1.6   The following ASTRO 25 certified system release software for the following products are covered under this ASTRO 25 SUA II:

    1.6.1   Servers

    1.6.2   Workstations

    1.6.3   Firewalls

    1.6.4   Routers

    1.6.5   LAN switches

    1.6.6   MCC 7XXX Dispatch Consoles

    1.6.7   GTR8000 Base Stations

    1.6.8   GCP8000 Site Controllers

    1.6.9   GCM8000 Comparators

    1.6.10   Motorola Solutions Logging Interface Equipment

    1.6.11   PBX switches for Telephone Interconnect

    1.6.12   NICE and Verint Logging Solutions (if purchased)

1.7   Motorola will provide certified hardware version updates and/or replacements necessary to upgrade the system with an equivalent level of functionality up to once in a two-year period. Hardware will be upgraded and/or replaced if required to maintain the existing features and functionality. Any updates to hardware versions and/or replacement hardware

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required to support new features or those not specifically required to maintain existing functionality are not included. Unless otherwise stated, platform migrations such as, but not limited to, stations, consoles, backhaul, network changes and additions, and managed services are not included.

1.8 The following hardware components, if originally provided by Motorola, are eligible for full product replacement when necessary per the system release upgrade :

1.8.1 Servers

1.8.2 Workstations

1.8.3 CommandCentral AXS Hub

1.8.4 Routers

1.8.5 LAN Switches

1.9 The following hardware components, if originally provided by Motorola, are eligible for board-level replacement when necessary per the system release upgrade. A "board-level replacement" is defined as any Field Replaceable Unit ("FRU") for the products listed below:

1.9.1 GTR 8000 Base Stations

1.9.2 GCP 8000 Site Controllers

1.9.3 GCM 8000 Comparators

1.9.4 MCC 7XXX Dispatch Consoles

1.10 ASTRO 25 SUA II makes available the subscriber radio software releases that are shipping from the factory during the SUA II coverage period. New subscriber radio options and features not previously purchased by the Customer are excluded from ASTRO 25 SUA II coverage. Additionally, subscriber software installation and reprogramming are excluded from the ASTRO 25 SUA II coverage.

1.11 The ASTRO 25 SUA II does not cover all products. Refer to section 3.0 for exclusions and limitations.

1.12 Motorola will provide implementation services necessary to upgrade the system to a future system release with an equivalent level of functionality up to once in a two-year period. Any implementation services that are not directly required to support the certified system upgrade are not included. Unless otherwise stated, implementation services necessary for system expansions, platform migrations, and/or new features or functionality that are implemented concurrently with the certified system upgrade are not included.

1.13 As system releases become available, Motorola will provide up to once in a two-year period the following software design and technical resources necessary to complete system release upgrades:

1.13.1 Review infrastructure system audit data as needed.

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

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

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

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1.13.5   Program management support required to perform the certified system upgrade.

1.13.6   Field installation labor required to perform the certified system upgrade.

1.13.7   Upgrade operations engineering labor required to perform the certified system upgrade.

1.14   ASTRO 25 SUA II pricing is based on the system configuration outlined in Appendix C. This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require an ASTRO 25 SUA II price adjustment.

1.15   The ASTRO 25 SUA II applies only to system release upgrades within the ASTRO 25 7.x platform.

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

2.0 Upgrade Elements and Corresponding Party Responsibilities

2.1   Upgrade Planning and Preparation: All items listed in this section are to be completed at least 6 months prior to a scheduled upgrade.

2.1.1   Motorola responsibilities

2.1.1.1 Obtain and review infrastructure system audit data as needed.

2.1.1.2 Identify the backlog accumulation of security patches and antivirus updates needed to implement a system release. If applicable, provide a quote for the necessary labor, security patches and antivirus updates.

2.1.1.3 If applicable, identify additional system hardware needed to implement a system release and if the customer has added hardware that is not covered under this agreement.

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

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

2.1.1.6 Inform Customer of high speed internet connection requirements.

2.1.1.7 Assign program management support required to perform the certified system upgrade.

2.1.1.8 Assign field installation labor required to perform the certified system upgrade.

2.1.1.9 Assign upgrade operations engineering labor required to perform the certified system upgrade.

2.1.1.10 Deliver release impact and change management training to the primary zone core owners, outlining the changes to their system as a result of the upgrade path elected. This training needs to be completed at least 12 weeks prior to the scheduled upgrade. This training will not be provided separately for user agencies who reside on a zone core owned by another entity. Unless specifically stated in this document, Motorola will provide this training only once per system.

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2.1.2 Customer responsibilities

2.1.2.1 Contact Motorola to schedule and engage the appropriate Motorola resources for a system release upgrade.

2.1.2.2 Purchase the security patches, antivirus updates and the labor necessary to address any security updates backlog accumulation identified in Section 2.1.1.2, if applicable. Unless otherwise agreed in writing between Motorola and Customer, the installation and implementation of accumulated backlog security patches and network updates is the responsibility of the Customer.

2.1.2.3 Provide high-speed internet connectivity at the zone core site(s) for use by Motorola to perform remote upgrades and diagnostics.   High-speed internet connectivity must be provided at least 12 weeks prior to the scheduled upgrade. In the event access to a high-speed connection is unavailable, Customer may be billed additional costs to execute the system release upgrade.

2.1.2.4 Assist in site walks of the system during the system audit when necessary.

2.1.2.5 Provide a list of any FRUs and/or spare hardware to be included in the system release upgrade when applicable.

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

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

2.1.2.8 Participate in release impact training at least 12 weeks prior to the scheduled upgrade. This applies only to primary zone core owners. It is the zone core owner's responsibility to contact and include any user agencies that need to be trained or to act as a training agency for those users not included.

2.2 System Readiness Checkpoint: All items listed in this section must be completed at least 30 days prior to a scheduled upgrade.

2.2.1 Motorola responsibilities

2.2.1.1 Perform appropriate system backups.

2.2.1.2 Work with the Customer to validate that all system maintenance is current.

2.2.1.3 Work with the Customer to validate that all available security patches and antivirus updates have been updated on the customer's system.

2.2.1.4 Motorola reserves the right to charge the Customer for the security patches, antivirus updates and the labor necessary to address any security updates backlog accumulation, in the event that these are not completed by the Customer at the System Readiness Checkpoint.

2.2.2 Customer responsibilities

2.2.2.1 Validate system maintenance is current.

2.2.2.2 Validate that all available security patches and antivirus updates to their system have been completed or contract Motorola to complete in time for the System Readiness Checkpoint.

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2.3   System Upgrade

 2.3.1   Motorola responsibilities

  2.3.1.1   Perform system infrastructure upgrade in accordance with the system elements outlined in this SOW.

 2.3.2   Customer responsibilities

  2.3.2.1   Inform system users of software upgrade plans and scheduled system downtime.

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

2.4   Upgrade Completion

 2.4.1   Motorola responsibilities

  2.4.1.1   Validate all certified system upgrade deliverables are complete as contractually required.

  2.4.1.2   Deliver post upgrade implementation training to the customer as needed, up to once per system.

  2.4.1.3   Obtain upgrade completion sign off from the customer.

 2.4.2   Customer Responsibilities

  2.4.2.1   Cooperate with Motorola in efforts to complete any post upgrade punch list items as needed.

  2.4.2.2   Cooperate with Motorola to provide relevant post upgrade implementation training as needed. This applies only to primary zone core owners. It is the zone core owner's responsibility to contact and include any user agencies that need to be trained or to act as a training agency for those users not included.

  2.4.2.3   Provide Motorola with upgrade completion sign off.

3.0 Exclusions and Limitations

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

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

- MCC5500 Dispatch Consoles.
- MIP5000 Dispatch Consoles.
- Plant/E911 Systems.
- MOTOBRIDGE Solutions.
- ARC 4000 Systems.
- Motorola Public Sector Applications Software ("PSA").
- Custom SW, CAD, Records Management Software.
- Data Radio Devices.

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- Mobile computing devices such as Laptops.
- Non-Motorola two-way radio subscriber products.
- Genesis Products.
- Point-to-point products such as microwave terminals and association multiplex equipment.

3.3 ASTRO 25 SUA II does not cover any hardware or software supplied to the Customer when purchased directly from a third party, unless specifically included in this SOW.

3.4 ASTRO 25 SUA II services do not include repair or replacement of hardware or software that is necessary due to defects that are not corrected by the system release, nor does it include repair or replacement of defects resulting from any nonstandard, improper use or conditions; or from unauthorized installation of software.

3.5 ASTRO 25 SUA II does not cover or include deliverables included with the Security Update Service. This means that the SUA II does not include software support for virus attacks or other applications that are not part of the ASTRO 25 system or unauthorized modifications or other misuse of the covered software. Motorola is not responsible for management of anti-virus or other security applications, unless specifically contracted..

3.6 ASTRO 25 SUA II does not cover the labor or materials associated with the backlog accumulation of security patches or antivirus updates. Additional fees may apply as outlined in Section 2.1.1.2.

3.7 At the time of upgrade, Motorola will provide the latest applicable software, patches and antivirus updates when and if available, as a part of the system release upgrade. The security patches and antivirus updates delivered as part of this upgrade are intended to bring the system current in all respects but does not imply that the customer is eligible for ongoing security patching. The upgrade may include third-party SW such as Microsoft Windows and Server OS, Red Hat Linux, and any Motorola software service packs that may be available. Motorola will only provide patch releases that have been analyzed, pre-tested, and certified in a dedicated ASTRO 25 test lab to ensure that they are compatible and do not interfere with the ASTRO 25 network functionality.

3.8 Upgrades for equipment add-ons or expansions during the term of this ASTRO 25 SUA II are not included in the coverage of this SOW unless otherwise agreed to in writing by Motorola.

4.0 Special Provisions

4.1 Customer acknowledges that if the System has a Special Product Feature, that it may be overwritten by the software update. Upon request, Motorola will determine whether a Special Product Feature can be incorporated into a system release and whether additional engineering effort is required. If additional engineering is required Motorola will issue a change order for the change in scope and associated increase in the price for the ASTRO 25 SUA II.

4.2 Customer will only use the software (including any System Releases) in accordance with the applicable Software License Agreement.

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

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4.4   If Customer chooses to not have Motorola apply the security patches and antivirus updates as described in 2.1.1.2 and this delays or postpones the system software update, Motorola reserves the right to charge the Customer a fee equivalent to the costs incurred by the Motorola Solutions Upgrade Operations Team for the unplanned and additional time on site. Any additional fees to be provided in a quote or other writing.

4.5   If Customer cancels a scheduled upgrade within less than 12 weeks of the scheduled on site date, Motorola reserves the right to charge the Customer a cancellation fee equivalent to the cost of the pre-planning efforts completed by the Motorola Solutions Upgrade Operations Team.

4.6   The SUA II annualized price is based on the fulfillment of the two year term. If Customer terminates, except if Motorola is the defaulting party, Customer will be required to pay for the balance of payments owed if a system release upgrade has been taken prior to the point of termination.

Appendix A – ASTRO 25 System Release Upgrade Paths

ASTRO System Release	Certified Upgrade Paths
Pre-7.15	Release in the Standard Support Period
7.15	7.17.X*
7.16	7.18
7.17.X*	A2019.2, A2020.1
7.18	A2021.1

* Includes planned incremental releases

- The information contained herein is provided for information purposes only and is intended only to outline Motorola's presently anticipated general technology direction. The information in the roadmap is not a commitment or an obligation to deliver any product, product feature or software functionality and Motorola reserves the right to make changes to the content and timing of any product, product feature or software release.
- The most current system release upgrade paths can be found in the most recent SMA bulletin.

Appendix B – High-Speed Connectivity Specifications

Connectivity Requirements

- The minimum supported link between the core and the zone is a full T1.
- Any link must realize a sustained transfer rate of 175 kBps / 1.4 Mbps or better, bidirectional.
- InterZone links must be fully operational when present.
- Link reliability must satisfy these minimum QoS levels:
  – Port availability must meet or exceed 99.9% (three nines).
  – Round trip network delay must be 100 ms or less between the core and satellite (North America) and 400 ms or less for international links.
  – Packet loss shall be no greater than 0.3%.
  – Network jitter shall be no greater than 2 ms.

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Appendix C - System Pricing Configuration

This configuration is to be reviewed annually from the contract effective date.. Any change in system configuration may require an ASTRO 25 SUA II price adjustment.

Master Site Configuration	
# of Master Sites	K1
# of DSR Sites	0
System Level Features	
ISSI 8000 / CSSI 8000 - Total # of Servers (2 if redundant and/or DSR)	0
MOSCAD NFM RTU (typically 1 per site location)	0
MOSCAD NFM / SDM Clients	0
Network Management Clients	0
Unified Network Services (UNS) ex: POP25, Presence Notifier, Text Messaging, Outdoor Location, KMF/OTAR	0
Telephone Interconnect	0
InfoVista - Transport Network Performance Service (One per system)	0
Security Configuration	
Firewalls	0
Intrusion Detection Sensor (IDS)	0
Centralized Event Logging (SysLog)	0
Zone Core Protection (ZCP)	0
Radio Authentication	0
RF Site Configuration	
# of RF Sites	0
Simulcast Prime Sites (including co-located/redundant)	0
RF Sites (includes Simulcast sub-sites, ASR sites, HPD sites)	0
GTR 8000 Base Stations	4
HPD Base Stations	0
QUANTAR Base Stations	0
STR 3000 Base Stations	0
SmartX Site Converters	0
Dispatch Site Configuration	
# of Dispatch Sites	0
Gold Elite Consoles	0
MCC7500 Dispatch Consoles	3
MCC7100 Dispatch Consoles	0
MIP 5000 Dispatch Consoles	0
AIS	0
Third Party Elements	
NICE Logging recorders (IP, Telephony, or Analog)	0
Verint Logging recorders (IP, Telephony, or Analog)	0
MACH Alert FSA	0
Genesis Applications	0

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6.6   APPENDIX E TECHNICAL SUPPORT STATEMENT OF WORK

Motorola's Technical Support service provides telephone consultation for technical issues that require a high level of ASTRO 25 network knowledge and troubleshooting capabilities. Remote Technical Support is delivered through the Motorola Solutions Support Center (SSC) by a staff of technical support specialists skilled in diagnosis and swift resolution of infrastructure performance and operational issues.

Motorola applies leading industry standards in recording, monitoring, escalating and reporting for Technical Support calls from its contracted customers, reflecting the importance of maintaining mission critical systems.

1.1 Description of Technical Support Services

Motorola's Solutions Support Center's (SSC) primary goal is Customer Issue Resolution (CIR), providing Incident Restoration and Service Request Fulfillment on Motorola's currently supported infrastructure. This team of highly skilled, knowledgeable, and experienced specialists is available to the customer as an integrated part of the support and technical issue resolution process. The SSC remotely supports the customer and works with but not limited to fault diagnostics tools, simulation networks and fault database search engines.

Technical Support is available Monday - Friday 8:00am - 5:00pm local site time and 24 hours a day, 7 days a week for Critical and High Priority Incidents. Technical Support availability for Medium and Low Priority Incidents is outlined in the Priority Level Response Goals. Calls requiring incidents or service requests will be logged in Motorola's Customer Relationship Management (CRM) system. This helps ensure that technical issues are prioritized, updated, tracked and escalated as necessary, until resolution. Technical Support Operations assigns the impact level in accordance with the agreed Priority Level Response Goals Level Definitions stated in this document.

Motorola will track the progress of each Incident from initial capture to resolution. Motorola will advise and inform the customer of the Incident progress and tasks that require further investigation and assistance from the customer's technical resources.

This service requires the customer to provide a suitably trained technical resource that delivers maintenance and support to the customer's system, and who is familiar with the operation of that system. Motorola provides technical consultants to support the local resource in the timely closure of infrastructure, performance and operational issues.

1.2 Scope

Technical Support service is available Monday - Friday 8:00am - 5:00pm local site time and 24 hours a day, 7 days a week for Critical and High Priority Incidents. See Priority Level Response Goals Level Definitions.

1.3 Inclusions

Technical Support service will be delivered on Motorola sold infrastructure including integrated third-party products.

1.4 Limitations and Exclusions

The following activities are outside the scope of the Technical Support service, but are optional services that are available to remote Technical Support customers at an additional cost:

1.4.1 Emergency on-site visits required to resolve technical issues that cannot be resolved with the SSC working remotely with the local customer technical resource.

1.4.2 Third party support for equipment not sold by Motorola.

1.4.3 System installations, upgrades, and expansions.

1.4.4 Customer training.

1.4.5 Hardware repair and/or exchange.

1.4.6 Network security services.

1.4.7 Network transport management.

1.4.8 Motorola services not included in this statement of work.

1.4.9 Any technical support required as a result of a virus or unwanted intrusion is excluded if the system is not protected against these security threats by Motorola's Pre-Tested Security Update Service when applicable.

1.5 Motorola has the following responsibilities:

1.5.1. Provide availability to the Motorola Solution Support Center (800-221-7144), 24 hours a day, 7 days a week to respond to Customer's requests for Critical, High Priority Incidents. Refer to Priority Level Response Time Goals for Medium, Low response times.

1.5.2. Respond initially to Incidents and Technical Service Requests in accordance with the response times set forth in the Priority Level Response Time Goals section of this document and the Incident priority levels defined in the Priority Level Definitions section of this document.

1.5.3. Provide caller a plan of action outlining additional requirements, activities or information required to achieve restoral/fulfillment.

1.5.4. Maintain communication with the customer in the field as needed until resolution of the Incident

1.5.5. Coordinate technical resolutions with agreed upon third party vendors, as needed.

1.5.6. Manage functionally escalated support issues to additional Motorola technical resources, as applicable.

1.5.7. Determine, in its sole discretion, when an Incident requires more than the Technical Support services described in this SOW and notify customer of an alternative course of action.

1.6. The Customer has the following responsibilities:

1.6.1. Provide Motorola with pre-defined information prior to contract start date necessary to complete Customer Support Plan (CSP).

1.6.2. Submit changes in any information supplied in the Customer Support Plan (CSP) to the Customer Support Manager (CSM).

1.6.3. Contact the SSC in order to engage the Technical Support service, providing the necessary information for proper entitlement services. Including but not limited to the name of contact, name of customer, system ID number, site(s) in question, and brief description of the problem including pertinent information for initial issue characterization.

1.6.4. Maintain suitable trained technical resources that provide field maintenance and technical maintenance services to the system, and who are familiar with the operation of that system.

1.6.5. Supply suitably skilled and trained on-site presence when requested by the SSC.

1.6.6. Validate issue resolution prior to close of the Incident in a timely manner.

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1.6.7. Acknowledge that Incidents will be handled in accordance with the times and priorities as defined in the Priority Level Definitions and in the Priority Level Response Time Goals section in this document.

1.6.8. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Technical Support

1.6.9 Obtain at Customer's cost all third party consents or licenses required to enable Motorola to provide the Service.

1.7 Priority Level Definitions

The following Priority level definitions will be used to determine the maximum response times of the Incidents:

Incident Priority	Definition
Critical	Core: Core server failures Core Link failure Sites/Subsites: Entire Simulcast Not Wide Trunking >= 33% of Sites/subsites down
High	Consoles: Console positions down (>= 33%) Console Site Link Down Sites/Subsites: < 33% of Sites/subsites down >= 33% of channels down Conventional Channels: >= 50% of conventional channels (CCGW) down Devices: Site Router/switch, GPS server down
Medium	Consoles: Console positions down (< 33% at a site) Sites/Subsites: < 33% of channels down Conventional Channels: Less than 50% of conventional channel down
Low	Consoles: Console positions down (< 33% at a site) Sites/Subsites: < 33% of channels down Conventional Channels: Less than 50% of conventional channel down

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1.8 Technical Support Priority Level Response Goals

The response times are based on the defined Incident Priority levels as follows:

Incident Priority	Response Time
Critical	A Motorola SSC Technician will make contact with the customer technical representative within one hour of the request for support being logged in the issue management system. Continual effort will be maintained to restore the system or provide a workaround resolution. Response provided 24 x 7.
High	A Motorola SSC Technician will make contact with the customer technical representative within four hours of the request for support being logged in the issue management system. Continual effort will be maintained to restore the system or provide a workaround resolution. Response provided 24 x 7.
Medium	A Motorola SSC Technician will make contact with the customer technical representative within four hours of the request for support being logged at the issue management system. Response provided 8 x 5 on standard business days, hours which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.
Low	A Motorola SSC Technician will make contact with the customer technical representative within next business day of the request for support being logged at the issue management system. Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.

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6.7 APPENDIX F INFRASTRUCTURE REPAIR WITH ADVANCED REPLACEMENT OVERVIEW STATEMENT OF WORK

Infrastructure Repair with Advanced Replacement is a repair exchange service for Motorola and select third party infrastructure supplied by Motorola. When available, Motorola will provide customer with an advanced replacement unit(s) or Field Replacement Units (FRU's) in exchange for customer's malfunctioning equipment. Malfunctioning equipment will be evaluated and repaired by the infrastructure repair depot and returned to depot's FRU inventory upon completion of repair. For customers who prefer to maintain their existing FRU inventory they have an option to request a "Loaner" FRU while their unit is being repaired. Refer to Appendix A for details on the loaner process.

The Motorola authorized repair depot manages and performs the repair of Motorola supplied equipment as well as coordinating the equipment repair logistics process.

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

1.0 Description of Services

Infrastructure components are repaired at a Motorola authorized Infrastructure Depot Operations (IDO). At Motorola's discretion, select third party infrastructure may be sent to the original equipment manufacturer or third party vendor for repair.

1.1 Scope

Repair authorizations are obtained by contacting the Solutions Support Center which is available 24 hours a day, 7 days a week. Repair authorizations can also be obtained online via Motorola Online at under Repair Status/Submit Infrastructure RA.

Motorola Online: https://businessonline.motorolasolutions.com

1.2 Geographic Availability

Infrastructure repair with advanced replacement is supported globally; geographic proximity and type of infrastructure will determine the repair facility.

1.3 Inclusions

Infrastructure repair with advanced replacement is available on Motorola sold infrastructure including integrated third-party products. Motorola will make a "Commercially Reasonable Effort" to repair Motorola manufactured infrastructure products for seven (7) years after product cancellation.

1.4 Exclusions

If infrastructure is no longer supported by Motorola, the original equipment manufacturer or a third party vendor, Motorola may return said equipment to the customer without repair or replacement. The following items are excluded from Infrastructure Repair with Advanced Replacement:

 1.4.1 All Motorola infrastructure hardware over seven (7) years from product cancellation date.

 1.4.2 All third party infrastructure hardware over three (3) years from product cancellation date.

 1.4.3 All broadband infrastructure three (3) years from product cancellation date

 1.4.4 Physically damaged infrastructure.

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1.4.5 Third party equipment not shipped by Motorola.

1.4.6 Consumable items including, but not limited to, batteries, connectors, cables, toner/ink cartridges, tower lighting, laptop computers, monitors, keyboards and mouse.

1.4.7 Video retrieval from digital in-car video equipment.

1.4.8 Infrastructure backhaul including but not limited to, antennas, antenna dehydrators, microwave1, line boosters, amplifier, data talker wireless transmitter, short haul modems and UPS.1

1.4.9 Test equipment.

1.4.10 Racks, furniture and cabinets.

1.4.11 Non-standard configurations, customer-modified infrastructure and certain third party infrastructure are excluded from advanced replacement service.

1.4.12 Firmware and/or software upgrades.

[1] Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes batteries and any on-site services.

1.5 Motorola has the following responsibilities:

1.5.1 Enable customer access to the Motorola call center which is operational 24 hours a day, 7 days per week, to create requests for advanced replacement service.

1.5.2 Use commercially reasonable efforts to maintain FRU inventory on supported platforms.

1.5.3 Provide new or reconditioned FRU's to the customer, upon request and subject to availability. The FRU will be of similar equipment and version, and will contain equivalent boards and chips, as the customer's malfunctioning FRU.

1.5.4 Load firmware/software for equipment that requires programming. The software version information must be provided for the replacement FRU to be programmed accordingly. If the customer software version/configuration is not provided, shipping times will be delayed.

1.5.5 Package and ship Advance Exchange FRU from the FRU inventory to customer specified address.

    1.5.5.1. During normal operating hours of Monday through Friday 7:00am to 7:00pm CST, excluding holidays, FRU will be shipped from Motorola as soon as possible dependent upon stock availability and configuration requested. Motorola will pay for the shipping to the customer, unless customer requests shipments outside of standard business hours and/or carrier programs, such as weekend or next flight out (NFO) shipment. In such cases, customer will be responsible for shipping and handling charges.

    1.5.5.2. When sending the advanced replacement FRU to customer, provide a return air bill in order for customer to return the customer's malfunctioning FRU. The customer's malfunctioning FRU will become property of the Motorola repair depot or select third party and the customer will own the advanced replacement FRU.

    1.5.5.3. When sending a loaner FRU to customer, Motorola will pay for outbound shipping charges. Inbound shipping to Motorola for repair is the responsibility of

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the customer. Motorola will repair and return the customer's FRU and will provide a return air bill for the customer to return IDO's loaner FRU. Refer to Appendix A for the loaner process and Appendix B for shipping charge detail.

1.5.6 Provide repair return authorization number upon customer request for Infrastructure that is not classified as an advanced replacement or loaner FRU.

1.5.7 Provide a repair Return Authorization (RA) number so that the returned FRU can be repaired and returned to FRU stock.

1.5.8 Receive malfunctioning FRU from Customer, carry out repairs and testing and return it to the FRU stock

1.5.9 Receive malfunctioning infrastructure from customer and document its arrival, repair and return.

1.5.10 Perform the following service on Motorola infrastructure:

   1.5.10.1. Perform an operational check on the infrastructure to determine the nature of the problem.

   1.5.10.2. Replace malfunctioning Field Replacement Units (FRU) or components.

   1.5.10.3. Verify that Motorola infrastructure is returned to Motorola manufactured specifications, as applicable

   1.5.10.4. Perform a box unit test on all serviced infrastructure.

   1.5.10.5. Perform a system test on select infrastructure.

1.5.11 Provide the following service on select third party infrastructure:

   1.5.11.1. Perform pre-diagnostic and repair services to confirm infrastructure malfunction and eliminate sending infrastructure with no trouble found (NTF) to third party vendor for repair, when applicable.

   1.5.11.2. Ship malfunctioning infrastructure components to the original equipment manufacturer or third party vendor for repair service, when applicable.

   1.5.11.3. Track infrastructure sent to the original equipment manufacturer or third party vendor for service.

   1.5.11.4. Perform a post-test after repair by Motorola, to confirm malfunctioning infrastructure has been repaired and functions properly in a Motorola system configuration, when applicable.

1.5.12 For loaner equipment, Motorola will ship repaired infrastructure to the customer specified address during normal operating hours of Monday through Friday 7:00am to 7:00pm CST, excluding holidays. FRU will be sent two-day air unless otherwise requested. Motorola will pay for such shipping, unless customer requests shipments outside of the above mentioned standard business hours and/or carrier programs, such as NFO (next flight out). In such cases, customer will be responsible for payment of shipping and handling charges.

1.6 The Customer has the following responsibilities:

1.6.1 Contact or instruct Servicer to contact the Motorola Solutions Support Center (SSC) and request a return authorization number prior to shipping malfunctioning infrastructure or third party infrastructure named in the applicable attached exhibit.

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1.6.2   Provide model description, model number and serial number, type of system and firmware version, software options, symptom of problem and address of site id for FRU or infrastructure.

1.6.3   Indicate if FRU or third party FRU being sent in for service was subjected to physical damage or lightning damage.

1.6.4   Follow Motorola instructions regarding inclusion or removal of firmware and software applications from infrastructure being sent in for service.

1.6.5   Provide customer purchase order number to secure payment for any costs described herein.

1.6.6.   Pay for shipping of Advanced Replacement or Loaner FRU from Motorola repair depot if customer requested shipping outside of standard business hours or carrier programs set forth in section 1.5.5.1. See Appendix B for shipping charges.

1.6.7.   Properly package and ship the malfunctioning FRU using the pre-paid air-bill that arrived with the advanced replacement FRU. Customer is responsible for properly packaging the malfunctioning infrastructure FRU to ensure that the shipped infrastructure arrives un-damaged and in repairable condition. Customer will be subject to a replacement fee for malfunctioning FRU's not properly returned.

1.6.8.   Within five (5) business days of receipt of the advanced replacement FRU from Motorola's FRU inventory, properly package customer's malfunctioning FRU and ship the malfunctioning Infrastructure to Motorola's repair depot for evaluation and repair. Customer must send the return air bill back to the repair depot in order to ensure proper tracking of the returned infrastructure. Customer will be subject to a full replacement fee for FRU's not returned within 5 business days.

1.6.9.   For Infrastructure and/or third party infrastructure repairs that are not exchanged in advance, properly package Infrastructure and ship the malfunctioning FRU, at Customer's expense and risk of loss to Motorola.

1.6.10.   Clearly print the return authorization number on the outside of the packaging.

1.6.11.   Maintain information of software/applications and firmware for re-loading of infrastructure.

1.6.12.   Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the infrastructure repair services to customer.

APPENDIX A
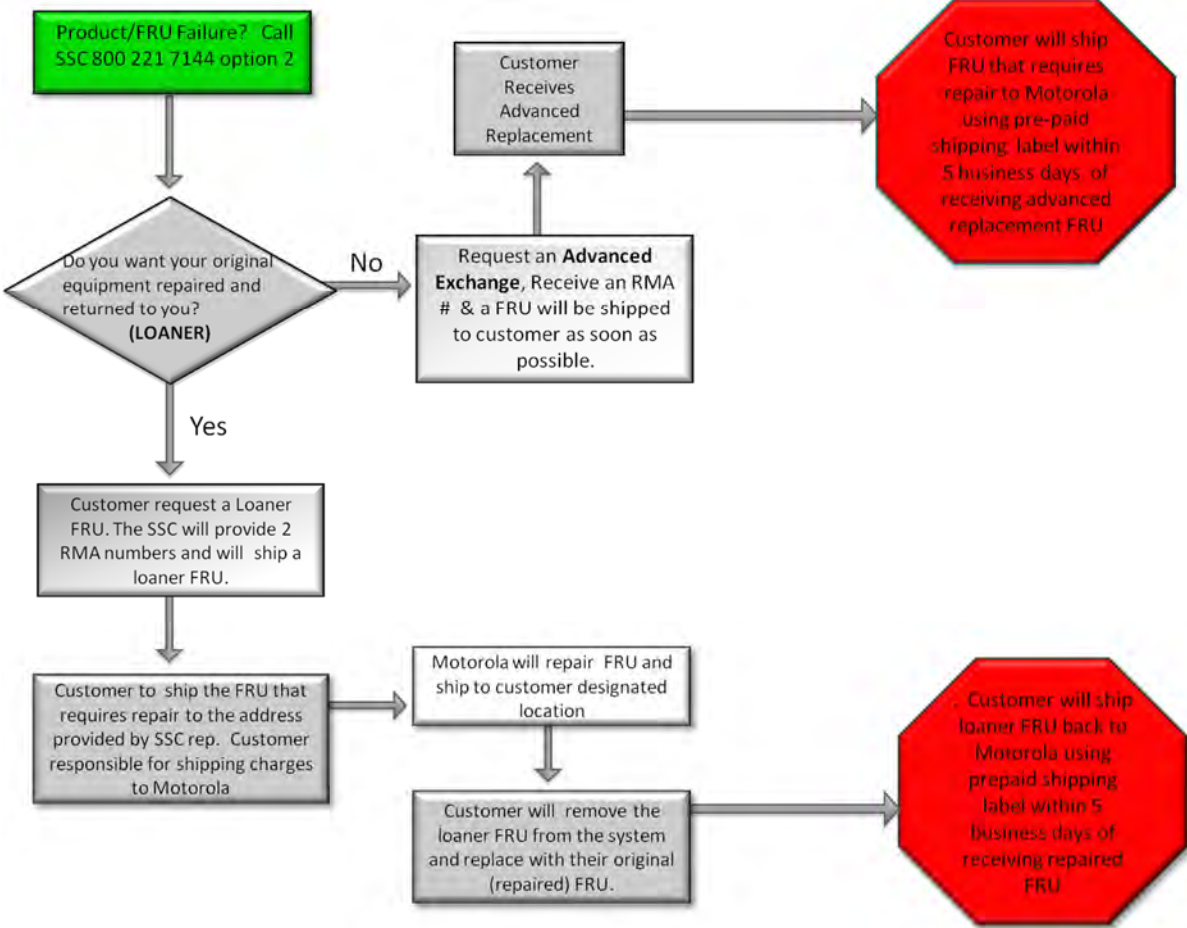
Advanced Exchange or Loaner Decision Process

APPENDIX B

Shipping Charges

Service	Advanced Replacement Contract Shipping Charges
Exchanges (Outbound to customer)	Motorola
Exchanges or Loaners Next Flight Out (Outbound to customer)	Customer
Exchanges or Loaners Non-Motorola carrier * (Outbound to customer)	Customer
Exchanges (Inbound to Motorola)	Motorola
Loaner (Outbound to customer)	Motorola
Loaner Repair (Inbound to Motorola)	Customer
Loaner Repair & Return (Outbound to customer)	Motorola
Loaner Installation (OnSite Servicer)	Customer

*Motorola shipping carriers – FedEx and DHL

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