

BADLWIN COUNTY COMMISSION – ADVANCED PLUS PROPOSAL



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ADVANCED PLUS SERVICES

ADVANCED PLUS SERVICES OVERVIEW

In order to ensure the continuity of Baldwin County Commission's network and reduce system downtime, Motorola proposes our Advanced Plus Services offering to the Baldwin County Commission. Appropriate for customers who wish to leverage Motorola's experienced personnel to maintain mission-critical communications for their first responders, Advanced Plus Services focuses on monitoring the network on an ongoing basis, proactively mitigating potential functionality and security issues, and providing both remote and onsite support. The proposed offering consists of the following specific services:

- Service Desk.
- Technical Support.
- Network Event Monitoring.
- Onsite Support.
- Annual Preventative Maintenance.
- Infrastructure Repair with Advanced Replacement.
- Remote Security Patch Installation.
- Security Monitoring.
- Technical Resource.
- Network Updates (SUAI).

These services will be delivered to Baldwin County Commission through the combination of local service personnel either dedicated to the network or engaged as needed; a centralized team within Motorola's Solutions Support Center (SSC), which operates on a 24 x 7 x 365 basis; and our Repair Depot, which will ensure that equipment is repaired to the highest quality standards. The collaboration between these service resources, all of who are experienced in the maintenance of mission-critical networks, will enable a swift analysis of any network issues, an accurate diagnosis of root causes, and a timely resolution and return to normal network operation.

ADVANCED PLUS SERVICES DESCRIPTION

Centralized Service Delivery

Centralized support will be provided by Motorola's support staff, located at our Service Desk and Solutions Support Center (SSC). These experienced personnel will provide direct service and technical support through a combination of Service Desk telephone support, technical consultation and troubleshooting through the SSC, and ongoing network monitoring of Baldwin County Commissions system.

Motorola will provide **Service Desk** response as a single point of contact for all support issues, including communications between the Baldwin County Commission's, third-party subcontractors and manufacturers, and Motorola. When the Baldwin County Commission's personnel call for support, the Service Desk will record, track, and update all Service Requests, Change Requests, Dispatch Requests, and Service Incidents using Motorola's Customer Relationship Management (CRM) system. The Service Desk is responsible for

documenting Baldwin County Commissions inquiries, requests, concerns, and related tickets; tracking and resolving issues; and ensuring timely communications with all stakeholders based on the nature of the incident.

As tickets are opened by the Service Desk, issues that require specific technical expertise and support will be routed to our Solutions Support Center (SSC) system technologists for **Technical Support**, who will provide telephone consultation and troubleshooting capabilities to diagnose and resolve infrastructure performance and operational issues. Motorola's recording, escalating, and reporting process applies ISO 90001 and TL 9000-certified standards to the Technical Support calls from our contracted customers, reflecting our focus on maintaining mission-critical communications for the users of our systems.

The same SSC staff that provide direct telephone support to the Baldwin County Commission will also provide **Network Event Monitoring** to the Baldwin County Commission's network in real-time, ensuring continuous management of the system's operational functionality. The SSC's technicians will utilize sophisticated tools to remotely monitor the Baldwin County Commission's system, often identifying and resolving anomalous events before they might affect user communications.

Field Service Delivery

Onsite repairs and network preventative maintenance will be provided by authorized local field services delivery personnel, who will be dispatched from and managed by the Solutions Support Center.

OnSite Support provides local, trained and qualified technicians who will arrive at the Baldwin County Commission's location upon a dispatch service call to diagnose and restore the communications network. This involves running diagnostics on the hardware or FRU (Field Replacement Unit) in order to identify defective elements, and replacing those elements with functioning ones. The system technician will respond to the Baldwin County Commission's location in order to remedy equipment issues based on the impact of the issue to overall system function.

Annual Preventive Maintenance Service provides proactive, regularly scheduled operational testing and alignment of infrastructure and network components to ensure that they continually meet original manufacturer specifications. Certified field technicians perform hands-on examination and diagnostics of network equipment on a routine and prescribed basis.

Network Hardware Repair

Network Hardware Repair – Motorola's authorized Repair Depot will repair the equipment provided by Motorola, as well as select third-party infrastructure equipment supplied as part of the proposed solution. The Repair Depot will manage the logistics of equipment repair (including shipment and return of repaired equipment), repair Motorola equipment, and coordinate the repair of third-party solution components.

Motorola also proposes **Network Hardware Repair with Advanced Replacement** to the Baldwin County Commission. With this additional service, Motorola will exchange malfunctioning components and equipment with advanced replacement units or Field Replacement Units (FRUs) as they are available in the Repair Depot's inventory. Malfunctioning equipment will be evaluated and repaired by the infrastructure repair depot and returned to the Repair Depot's FRU inventory upon repair completion. If the Baldwin County Commission prefers to maintain their existing FRU inventory. The Baldwin County Commission will be able to request a "loaner" FRU while their unit is being repaired.

Security Management Operations

The proposed **Remote Security Patch Installation Service** will provide the Baldwin County Commission with pre-tested security updates, pre-tested and remotely installed by Motorola on the Baldwin County Commission's system. When appropriate, Motorola will make these updates available to outside vendors in order to enable them to test each patch, and will incorporate the results of those third-party tests into the updates before installation on the Baldwin County Commission's network. Once an update is fully tested and ready for deployment in the Baldwin County Commission's system, Motorola will remotely install it onto the Baldwin County Commission's system, and notify the Baldwin County Commission that the patch has been successfully installed. If there are any recommended configuration changes, warnings, or workarounds, Motorola will provide detailed documentation along with the updates on the website.

Security Monitoring provides 24x7x365 monitoring of the radio network's security elements by specialized security technologists with years of experience working with ASTRO 25 mission-critical networks. For highly complex or unusual security events, our technologists have direct and immediate access to Motorola engineers for rapid resolution.

Network Updates

With our proposed **Network Updates Service**, Motorola commits to sustain the Baldwin County Commission's ASTRO 25 system through a program of software and hardware updates aligned with the ASTRO 25 platform lifecycle. This comprehensive approach to technology sustainment will ensure that the Baldwin County Commission has access to the latest available standard features, as well as the opportunity to incorporate optional features through the purchase of hardware and/or software licenses. Updates and expansion of system components will optimize the availability of repair services, and will enable the Baldwin County Commission to add RF sites, dispatch positions, data subsystems, network management positions, and other elements to increase capacity and processing capability. Motorola will minimize any interruption to system operation during each network update, with minimal reliance on Baldwin County Commissions personnel.

MOTOROLA'S SERVICE CAPABILITIES

Our focus on the needs of our public safety partners has led us to recognize that an integrated implementation and service delivery team that takes a new system from system installation, to acceptance, to warranty, and all the way through extended maintenance, is the best way to ensure that public safety communications systems meet the needs of first responders. Motorola's team of experts have developed refined processes and sophisticated tools through our experience in delivering mission-critical communications.

On-Call Support through the Solutions Support Center (SSC)

The cornerstone of our customer care process, Motorola's Solution Support Center (SSC) is staffed 24x7x365 by experienced system technologists. This TL 9000/ISO 9001-certified center responds to over 5000 public safety, utility, and enterprise customers. With over 100,000 phone and email interactions with Motorola customers per month, the SSC provides our customers with a centralized contact point for service requests.

Onsite Service through a Field Service Team

Onsite maintenance and repair of the Baldwin County Commission's system will be provided by Motorola's local team of service personnel. Motorola will provide the Baldwin County Commission with a Customer Support Plan (CSP) that outlines the details of each service, provides escalation paths for special issues, and any other information specific to Baldwin County Commissions service agreement. Some of these details will include items such as access to sites, response time requirements, severity level definitions, and parts department access information.

Local technicians will be dispatched for onsite service by the SSC, who will inform the technician of the reason for dispatch. This will enable the technician to determine if a certain component or field replacement unit (FRU) will be needed from inventory to restore the system. Once on site, the field technician will notify the SSC and begin to work on the issue. The technician will review the case notes to determine the status of the issue, and begin the troubleshooting and restoration process. Once the system is restored to normal operation, the field technician will notify the SSC that the system is restored. The SSC, in turn, will notify Baldwin County Commissions that the system is restored to normal operation and request approval to close the case.

Centralized Repair Management through Motorola's Repair Depot

Our repair management depot coordinates component repair through a central location, eliminating the need to send system equipment to multiple vendor locations for repair. Once equipment is at the depot, technicians will replicate the Baldwin County Commission's network configuration in our comprehensive test labs in order to reproduce and analyze the issue. Technicians will then restore the equipment to working order. After repairs are completed, equipment will be tested to its original performance specifications and, if appropriate, configured for return to use in the Baldwin County Commission's system. All components being repaired are tracked throughout the process, from shipment by the Baldwin County Commission to return through a case management system where users can view the repair status of the radio via a web portal.

Direct Access to System Information through MyView Portal

Supplementing Motorola's proposed services plan for the Baldwin County Commission is access to Motorola's online system information tool, MyView Portal. MyView Portal provides our customers with real-time visibility to critical system and services information, all through an easy-to-use, graphical interface. With just a few clicks, the Baldwin County Commission's administrators will gain instant access to system and support compliance, case reporting, ability to update and create cases, have visibility to when the system will be updated, and receive pro-active notifications regarding system updates. Available 24x7x365 from any web-enabled device, the information provided by MyView will be based on your needs and user access permissions, ensuring that the information displayed is secure and pertinent to your operations.

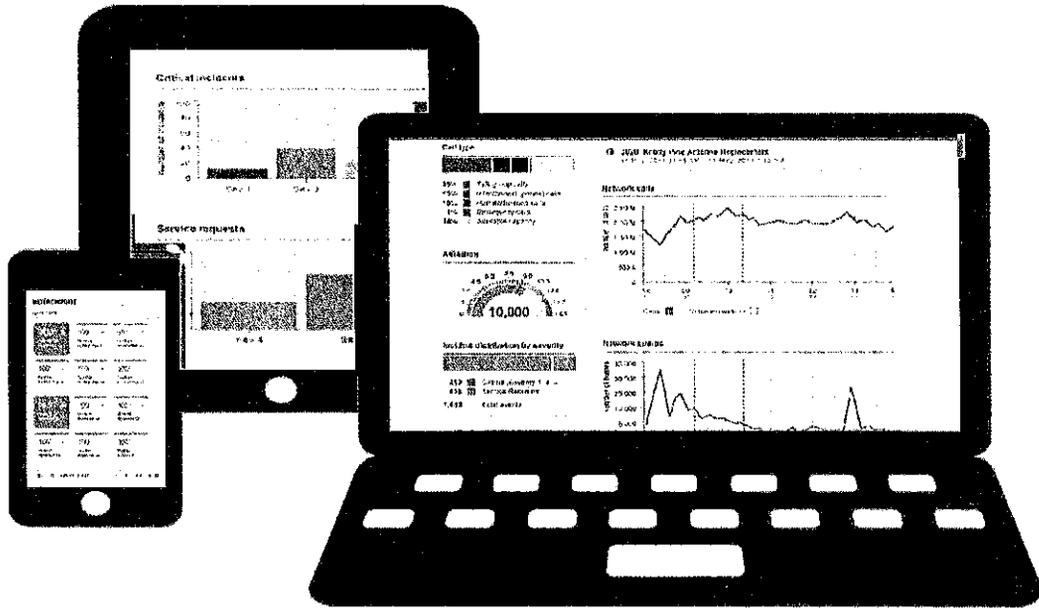


Figure 1: MyView Portal offers real-time, roled-based access to critical system and services information.

ADVANCED PLUS SERVICES - STATEMENT OF WORK



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This Statement of Work (SOW), including all of its subsections and attachments is an integral part of the Services Agreement or other signed agreement between Motorola Solutions, Inc. (Motorola) and Customer ("Agreement") and is subject to the terms and conditions set forth in the Agreement.

Advanced Plus Services are Network Event Monitoring, Technical Support, Network Hardware Repair, Remote Security Patch Installation, OnSite Support, Annual Preventive Maintenance and Network Updates. Each of these services are summarized below and expanded upon in the in the appendices A, B, C, D, E, F and G. In the event of a conflict between the Sections below and an individual SOW Subsection, the individual SOW Subsection prevails.

Advanced Plus Services

Motorola's Advanced Plus Services are designed for customers who would benefit from Motorola's support experience. Advanced Plus Services are delivered through a combination of centralized resources within Motorola's Solutions Support Center (SSC) collaborating with authorized local field services delivery resources that are experienced in managing mission critical networks and associated technologies. The MSI SSC operates 24 x 7 x 365, leveraging field resources that are either dedicated to the network or engaged as needed.

Advanced Plus Services applies to fixed end communications network equipment located at the network core, RF site and dispatch sites. Advanced Plus Services do not include maintenance of mobile or portable devices, or network backhaul.

The services described in this SOW will be performed in accordance with the Customer Support Plan (CSP) agreed upon by the parties.

The CSP will define the system elements covered under Advanced Plus Services. The division of responsibilities between Motorola and Customer shall be defined and documented in the Appendices of this SOW, the Advanced Plus Services CSP and other portions of the Agreement.

Customer Support Plan (CSP)

The Advanced Plus Services Statement of Work summarizes Motorola's delivery approach and standard goals. Since individual customer technologies, systems, operating environments, and operational capabilities differ, the outlined services approach in the Advanced Plus Services SOW will be adapted to each Customer's own environment and unique needs via the CSP.

The CSP is a critical component of this SOW and, once created, will automatically become integrated into this SOW by this reference. Motorola and Customer will collaborate to define the Customer-specific processes, procedures, network

information, and other relevant support details required to perform the Services set forth in the Advanced Plus Services SOW.

Centralized Service Delivery

Network Event Monitoring provides for real time continuous event management for radio communications networks. The SSC Network Operations Center utilizes sophisticated tools for remote monitoring and event characterization of customer

communications networks. When an event is detected, technologists acknowledge and assess the situation, and initiate a defined response. Appendix A contains the SOW for Network Event Monitoring. Technical Support provides telephone consultation for technical issues that require a high level of ASTRO 25 network experience and troubleshooting capabilities. Technical Support is delivered through the Motorola Solution 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. Appendix B contains the SOW for Technical Support.

The Service Desk provides a single point of contact for all Service related items, including communications between Customer, Third-Party Subcontractors, and Motorola. The Service Desk provides an ingress/egress point for Service Requests, Service Incidents, Changes, and Dispatch. All incoming transactions through the Service Desk are recorded, tracked and updated through the Motorola Customer Relationship Management (CRM) system. Key responsibilities are: Documentation of customer inquiries, requests, concerns and related tickets. Tracking and resolution of issues, and timely communication with all stakeholders is based on the nature of the incident and the requirements of the CSP. The Services Desk will manage service requests received from authorized parties and will coordinate the appropriate response with Customer and third parties, as necessary.

Field Service Delivery

Advanced Plus Services are provided by authorized local field Services delivery resources. Annual Preventive Maintenance and OnSite Support are both managed from the SSC, but delivered by authorized local field services resources.

OnSite Support provides local, trained and qualified technicians who arrive at the customer location upon a dispatch service call to diagnose and restore the communications network. This involves running diagnostics on the hardware or FRU (Field Replacement Unit) and replacing defective infrastructure or FRU. The system technician will respond to the customer location based on predefined severity levels. Appendix E contains the SOW for Onsite Support.

Annual Preventive Maintenance Service provides proactive, regularly scheduled operational test and alignment of infrastructure and network components to continually meet original manufacturer's specifications. Certified field technicians perform hands-on examination and diagnostics of network equipment on a routine and prescribed basis. Appendix F contains the SOW for Annual Preventive Maintenance.

Network Hardware Repair

Motorola provides a hardware repair service for all of the Motorola and select third-party infrastructure equipment supplied by Motorola. The Motorola authorized Repair Depot manages and performs the repair of Motorola supplied equipment as well as coordinating the equipment repair logistics process. Appendix C contains the SOW for Network Hardware Repair.

Network Hardware Repair with Advanced Replacement is a purchasable option under which Motorola will provide Customer with an advanced replacement unit(s) or Field Replacement Units (FRUs) as they are available 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. Customers who prefer to maintain their existing FRU inventory have an option to request a "Loaner" FRU while their unit is being repaired. If purchased, an appendix with the Network Hardware Repair with Advanced Replacement SOW will be included at the end of this document.

Security Management Operations

Remote Security Patch Installation

Motorola maintains a dedicated vetting lab for each supported ASTRO 25 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. Once tested, Motorola posts the updates to a secured extranet website and sends 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. In addition to testing the security updates, Remote Security Patch Installation includes remote installation of the updates. Appendix D contains the SOW for Remote Security Patch Installation.

Security Monitoring

ASTRO 25 Security Monitoring is a purchasable solution that provides 24x7x365 monitoring of the radio network security elements by specialized security technologists with years of experience working with ASTRO 25 mission-critical networks. For highly complex or unusual security events, our technologists have direct and immediate access to Motorola engineers for rapid resolution. If purchased, an appendix with the Security Monitoring SOW will be included at the end of this document.

Network Updates

Network Updates Service is a comprehensive approach to technology sustainment of the ASTRO 25 system. It incorporates both software and hardware updates aligned with the ASTRO 25 platform lifecycle so the customer's system is maintained at a high level of support. Network Updates service provides a complete

package of hardware, software and implementation services required to update the ASTRO 25 system with an equivalent level of functionality.

Network Updates enable the ASTRO 25 system to function at high levels of operation over time, and allow for feature enhancement and system expansion, such as expansion of RF sites, dispatch positions, data sub-systems, network management positions, while maximizing the lifespan of the investment. Network updates provide access to the latest available standard and optional features (optional features may require an additional fee for licensing and hardware). Software and hardware updates to platform components optimize the availability of repair services support and may also provide increased capacity and processing capability. Live network updates are performed with minimal interruption to system operation and with minimal reliance on owner resources. Appendix G contains the SOW for Network Updates.

My View Portal

MyView Portal is a web-based platform that provides a transparent, single source view of network maintenance and operations along with historical system and service delivery information. It can be accessed from a desktop, laptop or tablet web browser.

Event Monitoring Reports: See resolution status for incidents and notifications by severity level.

Technical Support: View case status details to compare them to committed response times.

OnSite Support: Observe case details by severity level and track the progress of onsite support issue resolution.

Annual Preventive Maintenance: Access the maintenance status for all sites and quickly identify actions needed to take to optimize system performance.

Network Hardware Repair: Track return material authorizations (RMAs) shipped to our repair depot and eliminate the need to call for status updates.

Security Patching: Receive automated patch downloads and status on completed updates.

System Upgrade Notifications: View hardware and software updates in addition to alerts to areas that need compliance attention

Trending Reports: Access up to 13 months of historical data and system activity to analyze case management.

Asset and Contract Information: View all the assets purchased for the network, recent orders, and contract information.

The data presented in MyView Portal is in support of the appendix SOW's which provide the terms of any service delivery commitments associated with this data.



Appendix A: Network Event Monitoring Statement of Work

Network Event Monitoring provides real-time fault monitoring for radio communications networks on a continuous basis. Network Event Monitoring utilizes sophisticated tools for remote monitoring and event characterization of your communications networks. When an event is detected, skilled technologists acknowledge and assess the situation, and initiate a defined response.

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 Network Event Monitoring Services

Network Event Monitoring is a service designed to monitor elements of a communication system for events, as set forth in the Monitored Elements Table. When the SSC detects an event, then, based on the severity of the event, trained technologists acknowledge and remotely diagnose the event and initiate an appropriate response in accordance with the customer handling procedure. Appropriate responses could include, but are not limited to, continuing to monitor the event for further development, attempting remote remediation via engagement of Technical Support resources, or initiating dispatch of a Field Servicer ("Servicer") for onsite remediation if required.

1.1 Availability

Network Event Monitoring is available 24 hours a day, 7 days a week. Network Event Monitoring availability is based on the level of contracted service and defined in the Customer Support Plan (CSP).

1.2 Geographic Availability

Network Event Monitoring is a globally provided service unless limited by data export control regulations. Timeframes are based on the customer's local time zone.

1.3 Inclusions

Network Event Monitoring can be delivered on Motorola sold infrastructure as stated in the Monitored Elements Table.

1.4 Limitations and Exclusions

1.4.1 Does not include monitoring of anything outside of the radio network or monitoring of infrastructure provided by a third party, unless specifically stated. Monitored elements must be within the radio network and capable of sending traps to the Unified Event Manager (UEM).

1.4.2 Additional support charges above and beyond the contracted service agreement fees may apply if Motorola determines that system faults were caused by the customer making changes to critical system parameters.

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

- Emergency on-site visits required to resolve technical issues that cannot be resolved by SSC working remotely with the local customer technical resource.
- System installations, upgrades, and expansions.
- Customer training.
- Hardware repair and/or exchange.
- Network security services.
- Network transport (WAN ports, WAN cloud, redundant paths).
- Information Assurance.
- Any services not expressly included in this statement of work.

1.4.4 Reference the event catalogue to confirm monitored equipment.

1.5 Motorola has the following responsibilities:

1.5.1 Provide dedicated connectivity through a network connection necessary for monitoring communication networks. The Connectivity Matrix further describes the connectivity options.

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

1.5.3 Verify connectivity and event monitoring prior to system acceptance or start date.

1.5.4 Monitor system continuously during hours designated in the CSP in accordance with the pre-defined times specified in the Engagement Matrix.

1.5.5 Remotely access the customer's system to perform remote diagnosis as permitted by customer pursuant to the Connectivity Matrix.

1.5.6 Create a case, as necessary. Gather information to perform the following:

- Characterize the issue
- Determine a plan of action
- Assign and track the case to resolution.

1.5.7 Cooperate with customer to coordinate transition of monitoring responsibilities between Motorola and customer as specified in section 1.6.12 and 1.6.12.1.

1.5.8 Maintain communication as needed with the customer in the field until resolution of the case.

1.6 The Customer has the following responsibilities:

1.6.1 Allow Motorola continuous remote access to enable the monitoring service.

1.6.2 Provide continuous utility service to any Motorola equipment installed or utilized at customer's premises to support delivery of the service. Customer acknowledges Risk of loss to any Equipment provided to Customer as part of the Services will reside with Customer upon delivery and will remain with Customer until Equipment is returned to Motorola or its authorized representative.

1.6.3 Provide Motorola with predefined customer information and preferences prior to Start Date necessary to complete the CSP, including, but not limited to:

- Case notification preferences and procedure
 - Repair Verification Preference and procedure
-

- Database and escalation procedure forms.

Submit changes in any information supplied to Motorola and included in the CSP to the CSM.

1.6.4 Provide the following information when initiating a service request:

- Assigned system ID number
- Problem description and site location
- Other pertinent information requested by Motorola to open a Case.

1.6.5 Notify the SSC when customer performs any activity that impacts the system.

(Activity that impacts the system may include, but is not limited to, installing software or hardware upgrades, performing upgrades to the network, renaming elements or devices within the network, or taking down part of the system to perform maintenance.)

1.6.6 Allow Servicicers access to equipment (including any connectivity or monitoring equipment) if remote service is not possible.

1.6.7 Allow Servicicers access to remove Motorola owned monitoring equipment upon cancellation of service.

1.6.8 Provide all customer managed passwords required to access the customer's system to Motorola upon request or when opening a case to request service support or enable response to a technical issue.

1.6.9 Pay additional support charges above and beyond the contracted service agreements that may apply if it is determined that system faults were caused by the customer making changes to critical system parameters

1.6.10 Obtain at Customer's cost all third party consents or licenses required to enable Motorola to provide the monitoring service.

1.6.11 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the services described in this SOW.

1.6.12 Contact Motorola to coordinate transition of monitoring when monitoring responsibility is to be transferred to or from Motorola. (I.e. normal business hours to after-hours monitoring) as set forth in pre-defined information provided by customer CSP.

1.6.13 Upon contact, customer must provide customer name, site ID, status on any open cases, severity level, and brief description of case and action plan to Motorola.

1.6.14 Acknowledge that cases will be handled in accordance with the times and priorities as defined in the Engagement Matrix.

1.6.15 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Network Event Monitoring.

Engagement Matrix

The event types are based on the defined levels as follows:

Severity Level	Severity Definition	Engagement Times
1	<p>This is defined as a critical/major incident that causes the system and/or infrastructure to experience a loss of call processing functionality and no work-around or immediate solution is available. The following are examples of this kind of failure:</p> <ul style="list-style-type: none"> o 33% of call processing resources Impaired o Remote Site/subsystem severed o Site Environment alarms: <ul style="list-style-type: none"> o Smoke o Unauthorized access o Temperature o Power failure 	Response provided 24 hours, 7 days a week, including US Holidays
2	<p>This is defined as a moderate/minor incident that causes the system to operate with a continuous reduction in capacity or functionality of core services (core services include, voice, data or network management). The following are examples of this kind of failure :</p> <ul style="list-style-type: none"> o Less than 33% of call processing resources impaired o Failure of a single redundant component 	Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.
3	<p>This is defined as a minor issue, which has little or no impact on the functionality, efficiency, or usability of core services. The following are examples of this kind of severity:</p> <ul style="list-style-type: none"> o Faults that have no impact in how the user perceives the system to work o Intermittent issues o Requests for information o Preventive Maintenance or upgrade related work 	Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM, excluding US Holidays



Connectivity Matrix

Request connectivity 8 weeks in advance of service start date

System Type	Connectivity	Setup and Maintenance
ASTRO® 25	Internet VPN	Motorola
ASTRO® 25	T1	Motorola

Motorola Owned & Supplied Equipment Table

Equipment Type	Location Installed
Firewall/Router	Master Site
Service Delivery Management Server	Master Site for each Zone



Monitored Elements Table

Master Site Infrastructure	RF Site Equipment	Dispatch Site Equipment
Servers & Backup Servers	Channels	Consoles
MOSCAD (digital inputs & RS232 serial alarms)	MOSCAD (digital inputs & RS232 serial alarms)	AIS Servers
TRAK	RF Site Communication Path	Operator Position (OP)
Core LAN Switch	Switch	Conventional Channel(CCGW) Gateway
Packet Data Gateway (PDG)	Site Controller	Call Processor
Radio Network Gateway (RNG)	Router	Logging Replay Station (only Within the Radio Network Interface "RNI")
Zone Database Server (ZDS)	Gateway Router	Voice Processing Module (VPM)
Gateway Router	Network Time Protocol (NTP)	Client Station
Controller – Zone & Domain	Firewall	MCC 7100 (only within the Radio Network Interface "RNI")
Firewall Manager Servers	SmartX Site Converter (only the converter, not the legacy sites)	MCC 7500 IP Logging Recorders
Air Traffic Router (ATR)		
Unified Event Manager (UEM)		
Zone Statistical Server (ZSS)		
Install Server		

**Some or all of the above equipment may be monitored depending on system configuration and need. Other equipment (not listed) may be monitored as an option, consult with your Customer Support Manager for details.*



Appendix B: 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 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.

1.0 Description of Technical Support Services

Motorola's Solution 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 Severity 1 Incidents. Technical Support availability for severity 2, 3 and 4 incidents is outlined in the Severity Level Response Goals. Calls requiring incidents or service requests will be logged in Motorolas 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 Severity Level Definitions stated in this document.

Motorola will track the progress of each case from initial capture to resolution. Motorola will advise and inform the customer of the case 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.

1.1 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 Severity 1 Incidents. See Severity Level Definitions.

1.2 Inclusions

Technical Support service will be delivered on Motorola sold infrastructure including integrated 3rd party products.

1.3 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:

- Emergency on-site visits required to resolve technical issues that cannot be resolved with the SSC working remotely with the local customer technical resource.
- Third party support for equipment not sold by Motorola.
- System installations, upgrades, and expansions.
- Customer training.
- Hardware repair and/or exchange.
- Network security services.
- Network transport management.
- Motorola services not included in this statement of work.
- 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 Motorolas Pre-tested Security Update Service when applicable.

1.4 Motorola has the following responsibilities:

1.4.1 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 Severity 1 support. Refer to Severity Level Response Time Goals for Severity 2, 3 and 4 response times.

1.4.2 Respond initially to Incidents and Technical Service Requests in accordance with the response times set forth in the Severity Level Response Time Goals section of this document and the severity level defined in the Severity Level Definitions section of this document.

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

1.4.4 Maintain communication with the customer in the field as needed until resolution of the case.

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

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

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

1.5 The Customer has the following responsibilities:

1.5.1 Provide Motorola with predefined information prior to contract start date necessary to complete Customer Support Plan (CSP).

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

1.5.3 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.

1.54 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.

1.55 Supply suitably skilled and trained on-site presence when requested

1.56 by the SSC.

1.57 Validate issue resolution prior to close of the case in a timely manner.

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

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

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



Severity Level Definitions

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

Severity Level	Severity Definition
Severity 1	<p>This is defined as a failure that causes the system and/or infrastructure a loss of voice functionality and no work-around or immediate solution is available.</p> <p>The following are examples of this kind of failure:</p> <ul style="list-style-type: none"> • 33% of call processing resources impaired • Site Environment alarms: <ul style="list-style-type: none"> o Smoke, o Unauthorized access o Temperature o Power failure
Severity 2	<p>This is defined as a fault that causes the system to operate with a continuous reduction in capacity or functionality of core services (core services consist of: Voice, data or network management).</p> <p>The following are examples of this kind of failure:</p> <ul style="list-style-type: none"> Less than 33% of call processing resources impaired Failure of a single redundant component
Severity 3	<p>This is defined as a fault which reduces the functionality, efficiency or usability of core services (voice, data and network management) and there is a viable work-around in place.</p> <p>The following are examples of this kind of severity:</p> <ul style="list-style-type: none"> Intermittent faults that are infrequent and minor impact to core Services Statistical reporting problems
Severity 4	<p>This is defined as a minor issue, which has little or no impact on the functionality, efficiency or usability of core services. The following are examples of this kind of severity:</p> <ul style="list-style-type: none"> Faults resulting in minor functions or features being unsupported or unreliable in ways that are not noticeable to the user. Faults that have no impact in how the user perceives the system to work. Cosmetic issues.

Requests for information.

Severity Level Response Goals

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

Severity Level	Response Time
Severity 1	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.
Severity 2	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, which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.
Severity 3	A Motorola SSC Technician will make contact with the customer technical representative within the 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.
Severity 4	A Motorola SSC Technician will make contact with the customer technical representative within the 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.

Appendix C: Network Hardware Repair Statement of Work

Motorola provides a hardware repair service for all of the Motorola and select third-party infrastructure equipment supplied by Motorola. The Motorola authorized Repair Depot manages and performs the repair of Motorola supplied equipment as well as coordinating the equipment repair logistics process.

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 (SSC) which is available 24 hours a day, 7 days a week.

Repair authorizations can also be obtained online via Motorola Online at <https://businessonline.Motorolasolutions.com>, under Repair Status/Submit Infrastructure RA.

1.2 Inclusions

Network Hardware Repair is available on Motorola sold communication systems which may include some aspect of third party hardware and software. Motorola will make a "commercially reasonable effort" to repair Motorola manufactured infrastructure products for seven years after product cancellation.

1.3 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 Network Hardware Repair:

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

1.3.2 All Third party infrastructure hardware over two (2) years from product cancellation date.

1.3.3 All Broadband infrastructure over three (3) years from product cancellation date

1.3.4 Physically damaged infrastructure.

1.3.5 Third party equipment not shipped by Motorola

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

1.3.7 Video retrieval from Digital In-Car Video equipment.

1.3.8 Infrastructure backhaul such as: Antennas, Antenna Dehydrator, Line Boosters, Amplifier, Data Talker Wireless Transmitter, Short haul modems, UPS1

1.3.9 Test equipment.

1.3.10 Racks, furniture and cabinets.

1.3.11 Firmware and/or software upgrades.

1.4 Motorola has the following responsibilities:

1.4.1 Enable Customer access to the Motorola call Center operational 24 hours a day, 7 days per week, to create requests for repair service.

1.4.2 Provide repair return authorization numbers when requested by Customer.

1.4.3 Receive malfunctioning infrastructure from Customer and document its arrival, repair and return.

1.4.4 Perform the following service on Motorola infrastructure:

- Perform an operational check on the infrastructure to determine the nature of the problem.
- Replace malfunctioning Field Replacement Units (FRU) or components.
- Verify that Motorola infrastructure is returned to Motorola manufactured specifications, as applicable.
- Perform a box unit test on all serviced infrastructure.
- Perform a system test on select infrastructure.
- Provide the following service on select third party infrastructure:

- 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.
- Ship malfunctioning infrastructure components to the original equipment manufacturer or third party vendor for repair service, when applicable.
- Track infrastructure sent to the original equipment manufacturer or third party vendor for service.
- Perform a post-test after repair by Motorola, original equipment manufacturer, or third party vendor to confirm malfunctioning infrastructure has been repaired and functions properly in a Motorola system configuration, when applicable.
- Re-program repaired infrastructure to original operating parameters based on software/firmware provided by customer. If the customer software version/configuration is not provided, shipping times will be delayed. If the Infrastructure repair depot determines that the malfunctioning infrastructure is due to a software defect, the repair depot reserves the right to reload infrastructure with a similar software version.
- Properly package repaired infrastructure.
- 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.

1.5 The Customer has the following responsibilities:

- Contact or instruct Servicer to contact the Motorola Support Center (SSC) and request a return authorization number prior to shipping malfunctioning infrastructure.
- Provide model description, model number and serial number, type of system, software and firmware version, symptom of problem and address of site location for FRU or infrastructure.
- Indicate if infrastructure or third party infrastructure being sent in for service was subjected to physical damage or lightning damage.
- Follow Motorola instructions regarding inclusion or removal of firmware and software applications from infrastructure being sent in for service.
- Provide Customer purchase order number to secure payment for any costs described herein that are outside the scope of the existing Agreement between Motorola and Customer to which this SOW is attached.
- Properly package and ship the malfunctioning FRU, at customer's expense. Customer is responsible for properly packaging the malfunctioning

infrastructure FRU to ensure that the shipped infrastructure arrives undamaged and in repairable condition.

- Clearly print the return authorization number on the outside of the packaging.
 - Maintain versions and configurations for software/applications and firmware to install repaired equipment.
 - Provide Motorola with proper software/firmware information to reprogram equipment after repair unless current software has caused this malfunction.
 - Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the infrastructure repair services to customer.
 - Obtain at Customer's cost all third party consents or licenses required to enable Motorola to provide the Service.
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Appendix D: Remote Security Patch Installation Service Statement of Work

To verify compatibility with your ASTRO 25 system, Motorola's Remote Security Patch Installation provides pre-tested 3rd party software (SW) security updates.

In addition to testing the security updates, Remote Security Patch Installation includes remote installation of the 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 the parties ("Agreement"). Motorola and Customer may be referred to herein individually as a "Party or together as "Parties"

1.0 Description of Remote Security Patch Installation

Motorola shall maintain a dedicated vetting lab for each supported ASTRO 25 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 25 release and customer options, these may include updates to antivirus definitions, OEM vendor supported Windows Workstation and Server operating system patches, Solaris and Red Hat Linux (RHEL) operating system patches, VMware ESXi Hypervisor patches, Oracle database patches, PostgreSQL patches, and patches for other 3rd party Windows applications such as Adobe Acrobat and Flash.

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. Antivirus definitions are released every week. 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 OEM vendors supported updates on a quarterly basis.

1.1 Connectivity

To accommodate remote installation of security updates, a connection is required from Motorola to the customer ASTRO 25 network. There are two different options. 1) T1 line purchased and maintained by Motorola, or 2) The customer internet connection is used and a Virtual Private Network (VPN) is established between Motorola and the ASTRO 25 network. Since this relies on the customer internet connection, the customer is responsible for the availability of the connection.

Along with the connection itself, Motorola supplied hardware is required to be deployed to the customer premises on the ASTRO 25 network. Motorola shall load software, configure, and ship the hardware to the customer supplied contact for installation. This hardware and its maintenance is part of the connectivity service.

ASTRO 25 connectivity is ordered separately from Remote Security Patch Installation and has a separate statement of work. See that SOW for more detail on terms of the connection.

If connectivity is already established for a different service such as network or security monitoring then the same connection can be used for Remote Security Patch Installation. There is no need for a separate connection to be established.

1.2 Security Update Installation

Motorola shall push the tested security updates over the established connection. The timing and coordination with the customer of each update depends on the updates themselves. Motorola requires IP connectivity to all elements that are in scope for patching. If IP connectivity from Motorola is not available then those elements will not be considered for remote patching and will require alternative arrangements outside of the scope of this statement of work.

1.2.1 Antimalware Signature Update Installation

Antimalware signature updates are released often, but Motorola collects and tests them on a weekly basis. The updates are non-intrusive (for example, no reboots or manual configuration changes are required) and automatically implemented. Therefore, antimalware signature updates will be pushed within a week of testing without Customer coordination. An email will be sent to inform the Customer that the signatures have been updated.

1.2.2 Microsoft Windows Security Update Installation

Microsoft typically releases security updates every second Tuesday of the month (aka "Patch Tuesday"); however, selected security updates are sometimes released on other days, and it is possible that no security updates are released during a month. Security updates for some 3rd party Windows software (Non-Motorola and non-Microsoft applications that run on Windows, such as Adobe Reader and Flash) are also released on Patch Tuesday. The most recent Windows and 3rd party Windows security updates available will be acquired by Motorola on each Patch Tuesday. These patch security updates require at least one week for incorporation into the offering and a minimum of 36 hours for testing in the Motorola vetting labs, after which security updates with no issues are then released. Patches may be held back at the discretion of Motorola if they are found to cause any problems to features, performance or functionality and will only be released when the issues are fully resolved.

It is important to understand that it is often the case that after security updates are installed, Microsoft requires the patched computer to be rebooted before the security updates take full effect and vulnerabilities are mitigated. The clients include dispatch consoles and there is no way for Motorola to know when it is safe to reboot. The customer must reboot at a time chosen by them so as to not impact operations.

Once the security updates are vetted, Motorola will start pushing the updates to the customer without customer coordination or notification. An email will be sent requesting that the clients be rebooted. It is the customer's responsibility to reboot all of the clients before the next set update is sent. When preparing for the next month's push of security updates, Motorola will first scan to verify all of the previous updates were implemented and if any computer has not been rebooted. Motorola will send an email requesting that the remaining computers be rebooted before any new updates are pushed.

1.2.3 Microsoft Windows Security Updates Outside ASTRO 25 Firewalls

Connections to other networks (from now on referred to as Customer Enterprise Network, or CEN) must be delineated by firewalls. All updates deployed by Remote Security Patch Installation are specific to equipment inside the ASTRO 25 Radio Network with only the following exceptions: Key Management Facility (KMF), Text messaging Services (TMS) and advanced Messaging Services (AMS) and MCC 7100 consoles. In these exceptions, the customer has a choice of including these machines in the Remote Security Patch Installation service, or including them in their own IT security patch procedures.

The KMF, TMS, and AMS are all outside the firewall (relative to the Radio Network) and therefore updates require that the firewall be opened. The default for Remote Security Patch Installation is that these functions are included.

The MCC 7100 console may be directly on the radio network or in the CEN. Any MCC 7100 on the radio network would simply be included in the standard Remote Security Patch Installation offering. However, the MCC 7100 may also be located in the CEN and connected through a VPN to a firewall at a dispatch location. In this case, the default for Remote Security Patch Installation is to not update these consoles.

If the customer requires inclusion for the CEN based MCC 7100 consoles, then they must contact their Customer Service Manager and make a formal request. They must also consent to allow Motorola to open the firewall to allow access for updates.

1.2.4 Quarterly Security Update Installation

The quarterly patch updates are for Solaris and Red Hat Linux (RHEL) operating systems, and VMWare ESXi hypervisor (virtualization). They are tested and released on a quarterly basis, at end of March, June, September, and December. Motorola will schedule installation of the updates with the customer in the first weeks of the following quarter. Motorola will send the customer an ITIL with details on the upgrade and scheduling for each of the events.

These updates are intrusive and require customer coordination. Examples of how they affect the customer include reboots to implement the patches and rolling (switching from one zone controller to the other) of the zone controllers. Systems with redundant zone controllers (L2, M2, M3) have low downtime (minutes) as the zone controllers are rolled, but systems with single zone controllers (L1, M1) will be down for longer periods. During these times, the system will be in "Site trunking" mode. It is up to the customer to understand the operational impacts and to coordinate these events with users.

This effort will be done during standard business hours, or 8am to 5pm CST. Customers requesting that downtime be during non-standard hours must submit an official request through their CSM. The ITIL will show work being done during standard hours such as prep work, downloading of the patches to memory, etc and the actual reboots or ZC rollover will be initiated when requested. Additional remote work will proceed the next day during standard hours.

Motorola System Enhancement Releases ("SERs") and Field Service Bulletins ("FSBs") are not part of this service. However in some instances, these fixes must be done to allow the latest security patches. If it is possible for the specific required FSB to be installed remotely, then Motorola will include it as part of Remote

Security Patch Installation. Otherwise, Motorola will communicate this to the customer and the patches that cannot be delivered. The Customer and their CSM will determine how to get the SER or FSB installed. Once the SER or FSB appears on the system, Remote Security Patch Installation will then install the affected patches.

For minimal downtime and to avoid redundant efforts, the customer should coordinate any maintenance or other updates such as FSB's and SER's with ~~Motorola.~~

1.3 Scope

Remote Security Patch Installation supports the currently shipping Motorola ASTRO 25 System Release (SR) and strives to support five (5) 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.

Remote Security Patch Installation is available for any L or M core system in a supported release.

Remote Security Patch Installation is not available for K cores.

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. Service does not include pre-tested intrusion detection system (IDS) updates for IDS solutions. Certain consoles, MOTOBRIDGE, MARVLIS, Symbol Equipment, AirDefense Equipment, AVL, Genesis, WAVE and Radio Site Security products are also excluded. Motorola will determine, in its sole discretion, the third party software that is supported as a part of this offering.

1.4 Motorola has the following responsibilities:

1.4.1 Obtain relevant third party software ("SW") security updates as made available from the OEM's. This includes antivirus definition updates, operating systems patches, hypervisor patches, database patches, and selected other third party patches that Motorola deployed in ASTRO 25 system releases covered by this Remote Security Patch Installation. Motorola does not control when these updates are released, but as much as possible vet the updates on this schedule:

McAfee Antivirus definitions – Weekly

Windows OS updates – Monthly

Solaris, RHEL OS, VMware ESXi updates – Quarterly

1.4.2 Each assessment of relevant third party SW will take at least one week to incorporate the security updates into the Remote Security Patch service and 36 additional hours of examination time to evaluate the impact each update has on the system.

1.4.3 Perform rigorous testing of updates to verify whether they degrade or compromise system functionality on a dedicated ASTRO 25 test system with standard supported configurations.

1.4.4 Address any issues identified during testing by working as necessary with Motorola selected commercial supplier(s) and/or Motorola product development

engineering team(s). If a solution for the identified issues cannot be found, the patch will not be posted on Motorola's site.

1.4.5 Pre-test STIG recommended remediation when applicable.

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

1.4.7 Coordinate updates with customer as outlined in section 1.

1.4.8 In the event that no updates are released by the OEM's during the usual time period, Motorola will send a notice that no new patches were sent.

1.4.9 Notify customer of update releases by email.

1.4.10 A supported Remote Security Patch Installation ASTRO 25 release matrix will be kept on the extranet site for reference.

1.5 The Customer has the following responsibilities:

1.5.1 This service requires connectivity from Motorola to the customer's ASTRO 25 system. This connectivity must be established prior to service start.

1.5.2 Maintain IP connectivity from Motorola to all elements in the system that require remote patching.

1.5.3 Provide Motorola with pre-defined information (customer contacts, system information, etc) prior to contract start date necessary to complete a Customer Support Plan (CSP).

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

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

1.5.6 Refrain from making uncertified changes of any type to the system.

1.5.7 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.

1.5.8 Comply with the terms of the applicable software license agreement(s) between the Customer and Motorola and non-Motorola software copyright owner.

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

1.5.10 Upon successful installation of patches on windows clients (e.g. Dispatch Ops Position, NM Client, etc.) and receiving notification indicating the task has been successfully executed by Motorola, affected computers must be rebooted by the customer within 72 hours.

1.5.11 Understand downtime implications associated with reboots and patch activities and internally coordinate with users as necessary.

1.6 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 3rd 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.



Appendix E: OnSite Support Statement of Work

Motorola's OnSite Support service provides case management and escalation for onsite technical service requests. The service is delivered by the Motorola's Solution 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 maintain response time conformance.

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

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 predefined Severity Levels set forth in Severity Level Definitions table and Response times set forth in Severity Level Response Time Goals table in order to restore the system.

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

1.1 Scope

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

1.2 Inclusions

Onsite Support can be delivered on Motorola-sold infrastructure.

1.3 Motorola has the following responsibilities:

1.3.1 Receive service requests.

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

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

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

1.3.5 Servicer will perform the following on-site:

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

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

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

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

1.3.10 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 case will be closed and the Servicer will be released.

1.3.11 Escalate the case to the appropriate party upon expiration of a response time.

1.3.12 Close the case upon receiving notification from customer or servicer, indicating the case is resolved.

1.3.13 Notify customer of case status as defined by the Customer Support Plan:

1.3.14 Open and closed; or

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

1.3.16 Provide Case activity reports to customer if requested.

1.4 Customer has the following responsibilities:

1.4.1 Contact Motorola, as necessary, to request service.

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

- Case notification preferences and procedure.
- Repair verification preference and procedure.
- Database and escalation procedure forms.
- Submit changes in any information supplied in the CSP to the
- Customer Support Manager (CSM).

1.4.3

Provide the following information when initiating a service request:

Assigned system ID number.

Problem description and site location.

Other pertinent information requested by Motorola to open a case.

1.4.4 Allow Servicers access to equipment.

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

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

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

1.4.8 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.

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

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

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



Severity Level Definitions

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

Severity Level	Severity Definition
Severity 1	<p>This is defined as a failure that causes the system and/or infrastructure a loss of voice functionality and no work-around or immediate solution is available.</p> <p>The following are examples of this kind of severity:</p> <ul style="list-style-type: none"> ● 33% of call processing resources impaired ● Site Environment alarms: <ul style="list-style-type: none"> ○ Smoke ○ Unauthorized access ○ Temperature ○ Power failure
Severity 2	<p>This is defined as a fault that causes the system to operate with a continuous reduction in capacity or functionality of core services (core services are voice, data or network management).</p> <p>The following are examples of this kind of severity:</p> <ul style="list-style-type: none"> ● Less than 33% of call processing resources impaired ● Failure of a single redundant component
Severity 3	<p>This is defined as a fault which reduces the functionality, efficiency or usability of core services (voice, data and network management) and there is a viable work-around in place.</p> <p>The following are examples of this kind of severity:</p> <ul style="list-style-type: none"> ● Intermittent faults that are infrequent and minor impact to core Services ● Statistical reporting problems
Severity 4	<p>This is defined as a minor issue, which has little or no impact on the functionality, efficiency or usability of core services. The following are examples of this kind of severity:</p> <ul style="list-style-type: none"> ● Faults resulting in minor functions or features being unsupported or unreliable in ways that are not noticeable to the user. ● Faults that have no impact in how the user perceives the system to work. <ul style="list-style-type: none"> ● Cosmetic issues. ● Requests for information. ● Preventive Maintenance

Severity Level Response Time Goals

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

Severity Level	Standard Response Time
Severity 1*	Within 4 hours from receipt of notification continuously
Severity 2	Within 4 hours from receipt of notification Standard Business Day
Severity 3	Within 8 hours from receipt of notification Standard Business Day
Severity 4	Within 12 hours from receipt of notification Standard Business Day

* Premier Response is an option that can be purchased, it provides a 2-hour response time for severity 1 issues.



Appendix F: 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 an annual operational test and alignment, 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.

1.0 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, Motorola will provide an additional quotation. Customer is responsible for any charges associated with unusual access requirements or expenses.

1.1 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: PM Tasks Performed.

1.2 Limitations and Exclusions

Unless specifically described in Table 1, the following activities are outside the scope of the Annual Preventive Maintenance service, but are optional services that are available to Annual Preventive Maintenance customers at an additional cost:

- 1.2.1 Emergency on-site visits required to resolve technical issues.
- 1.2.2 Third party support for equipment not sold by Motorola as part of the original system.
- 1.2.3 System installations, upgrades, and expansions.
- 1.2.4 Customer training.
- 1.2.5 Hardware repair and/or exchange.
- 1.2.6 Network security services.
- 1.2.7 Network transport.
- 1.2.8 Information Assurance.
- 1.2.9 Motorola services not included in this statement of work.
- 1.2.10 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.
- 1.2.11 Tower mapping analysis or tower structure analysis.

1.3 Motorola has the following responsibilities:

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

1.3.2 Advise customer of any issue that requires immediate attention.

1.3.3 Maintain communication with the customer as needed until completion ("resolution" implies a problem is being fixed) of the Annual Preventive Maintenance.

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

1.3.5 Provide customer with a report documenting system performance against expected parameters along with recommended actions after PM completion.

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

1.4 The Customer has the following responsibilities:

1.4.1 Provide preferred schedule for Annual Preventative Maintenance to Motorola.

1.4.2 Authorize and acknowledge any scheduled system downtime.

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

1.4.4 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.

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

1.4.6 Provide site escorts in a timely manner if required.

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

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



Table 1: PM Tasks Performed

MASTER SITE CHECKLIST	
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.
ROUTERS	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
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	
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.

LOGGING 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.
Server CPU Health	i.e. memory, HDD, CPU, disk space/utilization.

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.
Server CPU Health	i.e. memory, HDD, CPU, disk space/utilization.

PRIME SITE CHECKLIST

SOFTWARE

Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.
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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.

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	Check lights and indicators for A/B receivers.
COMPARATORS	
Equipment Alarms	Verify no warning/alarm indicators.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways



DISPATCH SITE CHECKLIST

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

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).
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)

Telephone IRR Operation	Verify telephone [if on radio computer] IRR operational (if applicable)
Recording	Verify operator position being recorded on long term logging recorder (if applicable)
COMPUTER PERFORMANCE TESTING	
Computer Reboot	Reboot op position computer
Computer Operational	Confirm client computer is fully operational (if applicable)
AUDIO TESTING	
Audio Levels and Quality	Confirm all conventional resources are functional with adequate audio levels and quality
Secure Mode	Confirm any secure talkgroups are operational in secure mode
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
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.

RF SITE 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)	Roll site controllers with no dropped audio.
GTR 8000 Results Sheet	Complete GTR tests - Frequency Error, Modulation Fidelity, Forward at Set Power, Reverse at Set Power, Gen Level Desense no Tx.

MOSCAD CHECKLIST	
MOSCAD SERVER	
Equipment Alarms	Verify no warning/alarm indicators.
Check Alarm/Event	Review MOSCAD alarm and events to find if there are

History	chronic issues.
Windows Event Logs	Review Windows event logs. Save and clear if full.
Password Verification	Site devices to verify passwords. Document changes if any found.
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.
MOSCAD CLIENT	
Equipment Alarms	Verify no warning/alarm indicators.
Check Alarm / Event History	Review MOSCAD alarm and events to find if there are chronic issues.
Windows Event Logs	Review Windows event logs. Save and clear if full.
Password Verification	Site devices to verify passwords. Document changes if any found.
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.
MOSCAD RTU's	
Equipment Alarms	Verify no warning/alarm indicators.
Verify Connectivity	Verify Connectivity

FACILITIES CHECKLIST	
VISUAL INSPECTION EXTERIOR	
ASR Sign	Verify that the ASR sign is posted.
Warning Sign - Tower	Verify warning sign is posted on the tower.
Warning Sign - Gate	Verify that a warning sign is posted at the compound gate entrance.
10 Rule Sign	Verify that a 10 rules sign is posted on the inside of the shelter door.
Outdoor Lighting	Verify operation of outdoor lighting/photocell.
Exterior of Building	Check exterior of building for damage/disrepair.
Fences / Gates	Check fences/gates for damage/disrepair.
Landscape / Access Road	Check landscape/access road for accessibility.
VISUAL INSPECTION INTERIOR	
Electrical Surge Protectors	Check electrical surge protectors for alarms.
Emergency Lighting	Verify emergency lighting operation.
Indoor Lighting	Verify indoor lighting.
Equipment Inspection	Visually inspect that all hardware (equipment, cables, panels, batteries, racks, etc.) are in acceptable physical condition for normal operation.
Site Frequency	

Standard Check	Check lights and indicators for A/B receivers.
Regulatory Compliance (License, ERP, Frequency, Deviation)	Check station for regulatory compliance. Update station logs.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways
UPS	
Visual inspection (condition, cabling)	Verify corrosion, physical connections, dirt/dust, etc.
GENERATOR	
Visual Inspection	Verify, check panel housing, cracks, rust and weathering. Physical connections, corrosion, dirt/dust, etc.
Fuel	Verify fuel levels in backup generators, document date of last fuel delivered from fuel service provider.
Oil	Check the oil dipstick for proper level. Note condition of oil.
Verify operation (no switchover)	Check, verify running of generator, ease of start or difficult. Is generator "throttling" or running smooth? Any loud unusual noise? Etc.
HVAC	
Air Filter	Check air filter and recommend replacement if required.
Coils	Check coils for dirt
Outdoor Unit	Check that outdoor unit is unobstructed
Wiring	Wiring (insect/rodent damage)
Cooling / Heating	Check each HVAC unit for cooling/heating

MICROWAVE CHECKLIST

RADIO

Alarms	Check alarm / event history
Software	Verify version of application
TX Frequency	Verify transmit frequency
TX Power	Verify transmit power
RX Frequency	Verify receive frequency
RX Signal Level	Verify receive signal level and compare with install baseline RX Signal Level documentation
Save Configuration	Save current configuration for off site storage
Backhaul Validation	Monitor UEM status (alarms, logs, etc.) for all links. Use provided microwave alarm mgt server for non UEM alarms.

WAVEGUIDE

Visual Inspection	Inspect for wear or dents (from ground using binoculars).
Connection Verification	Verify all connections are secured with proper hardware (from ground using binoculars).

DEHYDRATOR

Visual Inspection	Inspect moisture window for proper color
Pressure Verification	Verify pressure of all lines
Re-Pressurization	Bleed lines temporarily to verify the dehydrator re-pressurizes
Run Hours	Record number of hours ran

TOWER CHECKLIST**STRUCTURE CONDITION**

Rust	Check structure for rust.
Cross Members	Check for damaged or missing cross members.
Safety Climb	Check safety climb for damage.
Ladder	Verify that ladder system is secured to tower.
Welds	Check for cracks or damaged welds.
Outdoor lighting/photocell	Test outdoor lighting and photocell.
Drainage Holes	Check that drainage holes are clear of debris.
Paint	Check paint condition.

TOWER LIGHTING

Lights/Markers	Verify all lights/markers are operational.
Day/Night Mode	Verify day and night mode operation.
Power Cabling	Verify that power cables are secured to tower.

ANTENNAS AND LINES

Antennas	Visually inspect antennas for physical damage (from ground using binoculars).
Transmission Lines	Verify that all transmission lines are secure on the tower.

GROUNDING

Structure Grounds	Inspect grounding for damage or corrosion
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GUY WIRES

Tower Guys	Check guy wires for fraying and tension.
Guy Wire Hardware	Check hardware for rust.

CONCRETE CONDITION

Tower Base	Check for chips or cracks.
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Appendix G: Network Updates Statement of Work

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 the parties (“Agreement”). Motorola and Customer may be referred to herein individually as a “Party” or together as “Parties”

1.0 Description of Service

As network updates become available, Motorola agrees to provide the Customer with applicable software and hardware updates and implementation services necessary to maintain their ASTRO 25 system at an exceptional level of support. ASTRO 25 system software and hardware updates improve system functionality/operation and extend the useful life of the network.

1.1 Scope

This service includes 3rd party and Motorola Solution software as well as select hardware to maintain supportability. All updates are 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. Network updates may also include feature enhancements. At Motorola’s option, feature enhancements may be offered for purchase.

1.2 The ASTRO 25 software covered under this agreement include:

- Base stations
- Site controllers
- Comparators
- Routers
- LAN switches
- Servers
- Dispatch consoles
- Logging equipment
- Network management terminals
- Network Fault Management (“NFM”) products
- Network security devices such as firewalls and intrusion detection sensors
- Associated peripheral infrastructure software

1.3 Motorola Solution will provide certified hardware version updates necessary to refresh the system with an equivalent level of functionality. Any hardware versions

and/or replacement hardware required to support new features or those not specifically required to maintain existing functionality are not included. Unless otherwise stated, platform migrations are not included.

1.4 If originally provided by Motorola, the following hardware components are eligible hardware for refresh when necessary to maintain the system functionality in place at the time this agreement was executed:

- Servers
- PC Workstations
- Routers
- LAN Switches

1.5 If originally provided by Motorola, the following hardware components are eligible for board-level refreshes when necessary to maintain the system functionality in place at the time this agreement was executed. A "board-level refresh" is defined as any Field Replaceable Unit ("FRU") for the products listed below:

- GTR 8000 Base Stations
- GCP 8000 Site Controllers
- GCM 8000 Comparators
- MCC 7500 Console Operator Positions
- STR 3000 Base Stations
- Quantar Base Stations
- ASTROTAC Comparators
- PSC 9600 Site Controllers
- PBX Switches for Telephone Interconnect
- NFM/NFM XC/MOSCAD RTU

1.6 The parties agree that this agreement only covers those items expressly stated above. There is no coverage on any additional software or hardware products unless specifically described in this agreement. Motorola may, at its sole discretion, choose to include coverage for other items. Refer to section 2.0 for exclusions and limitations.

1.7 Motorola will provide implementation services necessary to install the system software and hardware updates. Any implementation services that are not directly required to support the network updates are not included. Unless otherwise stated, implementation services necessary for system expansions, platform migrations, and/or new features or functionality that are implemented concurrent with the system refresh are not included.

1.8 Motorola agrees to provide the necessary software design and technical resources necessary to complete the network updates.

1.9 The pricing in this agreement is based on the system configuration outlined in the System Pricing Configuration. This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require a price adjustment to this agreement.

1.10 This agreement applies only to system release versions within the ASTRO 25 7.x platform.

1.11 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.

1.12 Coverage Continuity. The parties agree that this agreement requires continuous coverage beginning within (90) days after system acceptance. Beyond (90) days from system acceptance or if payments are discontinued, additional payment(s) will be necessary to cover the period for which coverage was discontinued or delayed. The total of payments for lapses in coverage will not exceed 3 years.

1.13 Motorola responsibilities

1.13.1 Identify and communicate with Customer the scope of the network updates as they become available.

1.13.2 Work with Customer to schedule applicable network updates.

1.13.3 Assign program management support required to perform network updates as necessary.

1.13.4 Assign field installation resources required to perform network updates as necessary.

1.13.5 Assign centralized engineering resources required to perform network updates as necessary.

1.13.6 Install network updates.

1.13.7 Deliver impact and change management training as necessary.

1.13.8 Perform appropriate system backups.

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

1.13.10 Deliver post update implementation training to the customer as needed.

1.13.11 Validate all system update deliverables are complete.

1.13.12 Obtain completion sign off from the customer.

1.14 Customer responsibilities

1.14.1 Contact Motorola to schedule and engage the appropriate Motorola resources.

1.14.2 Customer will allow the permanent installation of a server which will be connected to Motorola and will be used for system auditing, software uploads, and software update installation.

1.14.3 Assist in site walks of the system during the system audit when necessary. 1.14.4 Provide a list of any FRUs and/or spare hardware to be included in the network updates when applicable.

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

1.14.6 Provide or purchase labor to implement optional system features or system expansions.

1.14.7 Participate in impact and change management training as necessary.

- 1.14.8 Inform system users of system update and scheduled system downtime if necessary.
- 1.14.9 Cooperate with Motorola to provide post update implementation training as needed.
- 1.14.10 Provide Motorola with completion sign off.

2.0 Exclusions and Limitations

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

2.1 This agreement does not cover any hardware or software supplied to the Customer when purchased directly from a third party, unless specifically included in this SOW.

2.2 This agreement does not cover software support for unauthorized modifications or other misuse of the covered software.

2.3 Updates for equipment add-ons or expansions during the term of this ASTRO 25 agreement are not included in the coverage of this SOW unless otherwise agreed to in writing by Motorola and Customer.

3.0 Special provisions

The 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 this agreement; in either case, Motorola will refund to Customer any prepaid fees for services applicable to the terminated period.

4.0 High-Speed Connectivity Specifications

4.1 The minimum supported link between the core and the zone is a full T1

4.2 Any link must realize or a sustained transfer rate of 175 kbps / 1.4 Mbps or better, bidirectional

4.3 Interzone links must be fully operational when present

4.4 Link reliability must satisfy these minimum QoS levels:

4.4.1 Port availability must meet or exceed 99.9% (three nines)

4.4.2 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 o Packet loss shall be no greater than 0.3%

4.4.3 Network jitter shall be no greater than 2 ms

4.5 The network requirements above are based on the SLA provided for Sprint Dedicated IP Services as of April, 2012. It is possible other vendors may not be able to meet this exact SLA, so these cases must be examined on a case-by-case basis.



System Pricing Configuration - This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require a price adjustment.

Core	
Master Site Configuration	1
Zones in Operation (Including DSR and Dark Master Sites)	1
Zone Features: IV&D, TDMA, FDMA, Telephone Interconnect, CNI, HPD, CSMS, IA, POP25, Text Messaging, Outdoor Location, ISSI 8000, InfoVista, KMF/OTAR	
RF System	
Voice RF Sites & RF Simulcast Sites (including Prime Sites)	10
Repeaters/Stations	56
HPD RF Sites	0
HPD Stations	0
Dispatch Console System	
Dispatch Sites	2
MCC 7500 Operator Positions (VPM)	12
Conventional Channel Gateways (CCGW)	0
Conventional Site Controllers (GCP 8000 Controller)	0
Logging System	



Number of AIS Servers	1
Number of Voice Logging Recorder	1
Number of Logging Replay Clients	0
Network Management and MOSCAD NFM	
Network Management Clients	2
MOSCAD NFM Systems	0
MOSCAD NFM RTUs	0
MOSCAD NFM Clients	0





Appendix H: Network Hardware Repair with Advanced Replacement Overview

Network Hardware 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 (FRUs) 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 the Advanced Exchange or Loaner Decision Process flowchart 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 Inclusions

Network Hardware Repair with Advanced Replacement is available on Motorola sold infrastructure including integrated 3rd party products. Motorola will make a "commercially reasonable effort" to repair Motorola manufactured infrastructure products for seven (7) years after product cancellation.

ASTRO@ 25 Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes
Antenna Systems	Excludes all Equipment such as bi-directional amplifiers, multicouplers, combiners, tower top pre-amplifiers, antennas, cables, towers, tower lighting, and transmission lines
Base Station(s) and Repeater(s)	Includes GTR8000 Excludes Quantar and STR3000
Central Electronics Bank(s)	Excluded

Channel Bank(s)	Excluded
Comparator(s)	Includes GMC8000
Computer(s)/Workstations/Modems	Includes Network Management Client. Includes keyboards, mice, trackballs. Excludes all other laptop and desktop computer technologies and all 286, 386, 486 computers; defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel display image retention,
Console(s)	Includes MCC7500 Including headset jacks, dual footswitches, and gooseneck microphones. Excludes cables
Controller - trunking	Includes GCP8000
Dictaphones and Recording Equipment	Excludes all types and models.
Digital Interface Unit(s)	Excluded
Firewalls	Included with system purchase
Intrusion Detector	Included with system purchase
Management Terminals	Included
Microwave Equipment.	Includes Microwave transceiver, router, switch, rectifier, dehydrator Excludes batteries, line, and transceiver Filter
Monitor(s)	Includes all Motorola certified monitors connected to computers that directly interface with or control the communications System. Excludes defective or phosphor-burned cathode

	ray tubes CRT(s) and bumed-in flat panel Displays image retention, as well as monitors that were not shipped by Motorola and/or cannot be confirmed by a Motorola factory order number.
Network Fault Management	Includes Unified Event Manager
Gateway	Included
Printer(s)	Excluded
Routers	Includes GGM8000
Servers	Includes all VMS servers with system purchase Intrusion Detection Sensor Server. Excludes Dell Servers, Monitors, Memory Module 0182915Y02, Rear Fan RLN5352, Central Process Card 0182915Y01
Site Frequency Standard(s)	Includes GPS system sold with the Motorola System.
Terminal Servers	Included
UPS Systems	Excluded
Workstation	Included

1.3 Exclusions

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

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

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

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

1.3.4 Physically damaged infrastructure.

1.3.5 Third party equipment not shipped by Motorola.

1.3.6 Consumable items including, but not limited to, batteries, connectors, cables, toner/ink cartridges, tower lighting, laptop computers.

1.3.7 Video retrieval from digital in-car video equipment.

1.3.8 Infrastructure backhaul such as: antennas, microwave¹, line boosters, amplifier, data talker wireless transmitter, short haul modems and UPS.¹

1.3.9 Test equipment.

1.3.10 Racks, furniture and cabinets.

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

1.3.12 Firmware and/or software upgrades.

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cluded 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.

1.4 Motorola has the following responsibilities:

1.4.1 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.

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

1.4.3 Provide new or reconditioned FRUs 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.

1.4.4 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.

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

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 depending on 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.

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.

When sending a loaner FRU to customer, Motorola will pay for outbound shipping charges. Inbound shipping to Motorola for repair is the responsibility of 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 Advanced Exchange or Loaner Decision Process flowchart for the loaner process and Shipping Charges for shipping charge detail.

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

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

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

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

1.4.10 Perform the following service on Motorola infrastructure:

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

Replace malfunctioning Field Replacement Units (FRU) or components.

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

Perform a box unit test on all serviced infrastructure.

Perform a system test on select infrastructure.

Provide the following service on select third party infrastructure:

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.

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

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

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.

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.

1.5 The Customer or appointed agent has the following responsibilities:

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

15.2 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.

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

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

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

15.6 Pay for shipping of Advanced Replacement or Loaner FRU from Motorola repair depot if customer requested shipping outside of standard business hours or carrier. See Shipping Charges.

15.7 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 undamaged and in repairable condition. Customer will be subject to a replacement fee for malfunctioning FRUs not properly returned.

1.5.8 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 facilitate proper tracking of the returned infrastructure. Customer will be subject to a full replacement fee for FRUs not returned within 5 business days.

1.5.9 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.

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

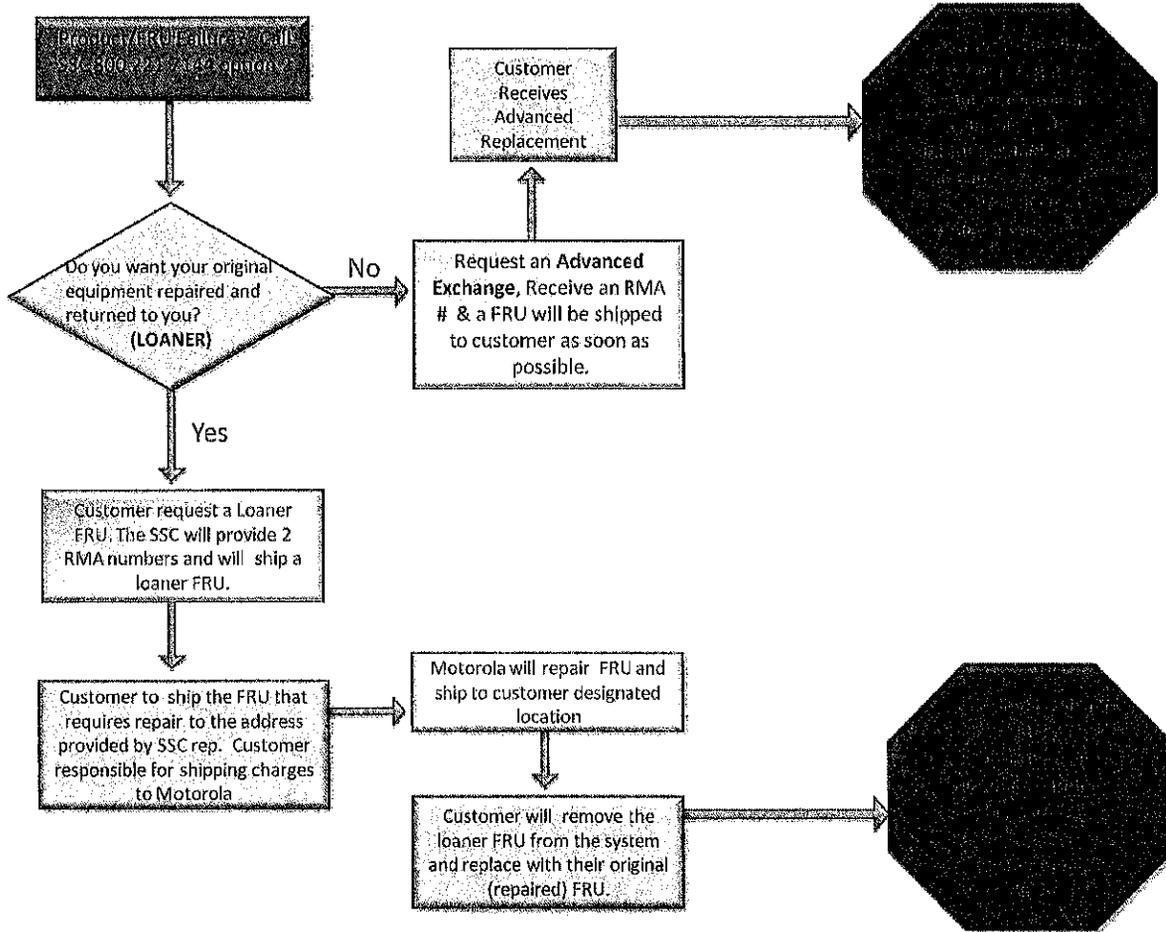
1.5.11 Maintain information of software/applications and firmware for re-loading of infrastructure.

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

SECTION 2



Advanced Exchange or Loaner Decision Process:



SECTION 2



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

Appendix I: Security Monitoring Service Overview

Motorola's Security Monitoring Services includes anti-malware monitoring and authentication log monitoring. There are also options for firewall monitoring, intrusion detection system (IDS) monitoring, and ASTRO 25 system log monitoring.

Motorola's ASTRO 25 Security Monitoring is a complete solution that provides peace of mind and reduces the risk that your network availability will be impacted by a security threat. The solution includes 24x7x365 monitoring of the radio network security elements by experienced, specialized security technologists with years of experience working with ASTRO 25 mission-critical networks. For highly complex or unusual security events, our technologists have direct and immediate access to Motorola engineers for rapid resolution.

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 the parties ("Agreement"). Motorola and Customer may be referred to herein individually as a "Party" or together as "Parties"

Description of Security Monitoring Services

1.1. Anti-malware Monitoring

ASTRO 25 comes installed with Anti-malware software ("SW"). Security Monitoring will verify that malware definition updates, as provided by the Anti-malware OEM, are installed and running. The anti-malware SW is monitored for activity such as deletion, quarantine, and alerting of suspicious SW.

1.2. Authentication Monitoring

1.2.1. Active directory (including domain Linux and RADIUS) and two-factor authentication log-ins are monitored.

1.3. Firewall Monitoring – The ASTRO 25 system potentially has several firewall options. See Table 1 in the addendum for a list. In any of these firewall applications, Motorola provisions and deploys the firewalls with the ASTRO 25 system. Motorola will monitor each one that has the firewall monitoring option.

1.4. IDS (Intrusion Detection System) Monitoring. An IDS is an option to ASTRO 25 that may be deployed between the ASTRO 25 firewall and the CEN.

1.5. Centralized Log Monitoring

ASTRO 25 has an option that provides the ability to forward device syslogs to a single virtual server called Centralized Syslog Server. This allows monitoring of Linux components for authentication events.

Scope

The Motorola Secure Operations Center (SOC) consists of highly trained and experienced security specialists. When an event is detected, the technologists will run remote diagnostics and initiate an appropriate response. This response could involve: continuing to monitor the event for further development, attempting to remotely restore the system, or opening of a case for dispatch of a field servicer (“Servicer”).

Motorola Responsibilities:

- 3.1. Provide, maintain, and replace when necessary, hardware (“HW”) and SW required to monitor ASTRO 25 security elements. HW may include a firewall, router, or physical server. SW may include virtual servers either on the ASTRO 25 core or a separate physical server, related OS, SIEM collectors, and SW that allows distribution of updates and remote diagnostics.
- 3.2. Verify connectivity and monitoring is active prior to system acceptance or start date.
- 3.3. Coordinate with customer to maintain Motorola service authentication credentials.
- 3.4. Maintain properly trained and accredited technicians. Monitor the customer’s system 24/7/365 for malicious or unusual activity.
- 3.5. Reports are posted to the SSC quality webpage. Contact your CSM for access.

The Customer has the following responsibilities:

41. Security Monitoring requires a connection from the customer’s ASTRO 25 system to Motorola’s SOC in Schaumburg. Motorola offers either a T1 option or a Virtual Private Network (VPN) option through a customer supplied internet connection.
42. Allow Motorola continuous remote access to monitor the ASTRO 25 system. This includes keeping the connection plugged-in, providing passwords, and working with Motorola to understand and maintain proper administration privileges.
43. Provide continuous utility service to any Motorola equipment installed or utilized at the customer’s premises to support delivery of this service.
44. Provide customer contact information necessary to complete the Customer Support Plan.
Notify your CSM within 2 weeks of any contact changes.
45. As necessary, upgrade the ASTRO 25 system to supported releases.
46. Allow Motorola dispatched-servicers physical access to the equipment when required.
47. Comply with the terms of the applicable software license agreements between Customer and Motorola and the non-Motorola software copyright owners.

48. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the services described in this SOW.

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

Disclaimer

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.

Addendum

Potential ASTRO 25 Firewalls

CNI	Customer Network Interface. This firewall separates the ASTRO 25 Radio Network from the customer's IT network (often referred to as the CEN or Customer Enterprise network). There are single and redundant (high-availability) options for the CNI, the redundant option meaning there are two firewalls. Both firewalls must be monitored in the redundant case.
DSR	Dynamic System Resilience. This is an ASTRO 25 option where a geographically separated backup master site is implemented as a "hot-standby" in case of disaster at the primary. This option potentially doubles the number of firewalls in the system.
ZCP	Zone Core Protection. This ASTRO 25 option places firewalls at the master site where the RF and console sites connect. This protects the core from attack from a compromised site and propagation of the attack to the other sites. There are always 2 firewalls in this option for redundancy.
TI	Telephone Interconnect. This ASTRO 25 option allows calls to be made to/from ASTRO 25 subscribers. A firewall is required to protect the RNI from the telephone connection. One firewall may serve the dual purpose of the TI and ISSI interface.
ISSI	Inter RF Subsystem Interface. This option allows connectivity to a separate system. The original intent of this option was to connect to another P25 system supplied by either Motorola or any other P25 compliant vendor. This standard has since been used to allow connection to non-P25 systems through additional interfaces such as WAVE. In any case, a firewall is necessary to protect the RNI from this connection.
MCC 7100	The MCC 7100 dispatch console may be configured such that it can connect via Virtual Private Network (VPN) through an internet connection. A firewall is required to terminate on the ASTRO 25 side of that connection. This firewall may be physically located at either a console site or the master site and there may be multiple firewalls for this purpose.
Custom	Some customers may opt to install their own firewalls and want them

monitored, most commonly at console sites. The customer will have to work with Motorola to determine if and how custom firewalls can be monitored. Additional charges may apply.

Appendix J: Preventive Maintenance Level 2

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 an annual operational test and alignment, 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.

1.0 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, Motorola will provide an additional quotation. Customer is responsible for any charges associated with unusual access requirements or expenses.

1.1 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: PM Tasks Performed.

1.2 Limitations and Exclusions

Unless specifically described in Table 1, the following activities are outside the scope of the Annual Preventive Maintenance service, but are optional services that are available to Annual Preventive Maintenance customers at an additional cost:

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

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

1.2.3 System installations, upgrades, and expansions.

1.2.4 Customer training.

1.2.5 Hardware repair and/or exchange.

1.2.6 Network security services.

1.2.7 Network transport.

1.2.8 Information Assurance.

1.2.9 Motorola services not included in this statement of work.

1.2.10 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.

1.2.11 Tower mapping analysis or tower structure analysis

1.3 Motorola has the following responsibilities:

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

1.3.2 Advise customer of any issue that requires immediate attention.

1.3.3 Maintain communication with the customer as needed until completion (“resolution” implies a problem is being fixed) of the Annual Preventive Maintenance.

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

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

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

1.4 The Customer has the following responsibilities:

1.4.1 Provide preferred schedule for Annual Preventative Maintenance to Motorola.

1.4.2 Authorize and acknowledge any scheduled system downtime.

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

1.4.4 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.

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

1.4.6 Provide site escorts in a timely manner if required.

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

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



Table 1: PM Tasks Performed

MASTER SITE CHECKLIST		Level 1	Level 2
SERVERS			
Equipment Alarms	Check LED and/or other status indicators for fault conditions.	x	x
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.	x	x
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.	x	x
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.	x	x
Complete Backup	Verify backups have been done or scheduled. SZ database (BAR), Centracom CDM/ADM database, etc.	x	x
Server Check Disks	Perform checkdisk on server hard drives		x
Verify Redundant ZC's	Perform Zone Controller switchover. ZC1 to ZC2 and back again (coordinate with customer).		x
ROUTERS		Level 1	Level 2
Equipment Alarms	Check LED and/or other status indicators for fault conditions.	x	x
SWITCHES		Level 1	Level 2
Equipment Alarms	Check LED and/or other status indicators for fault conditions.	x	x
Capture Diags	Perform recommended diagnostic tests based on switch type. Capture available diagnostic logs.	x	x
Verify Redundant Switches	Test redundancy in CWR devices. Core router switchover (coordinate with customer).	x	x

DOMAIN CONTROLLERS		Level 1	Level 2
Equipment Alarms	Check LED and/or other status indicators for fault conditions.	x	x
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.	x	x
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.	x	x

FIREWALLS		Level 1	Level 2
Equipment Alarms	Check LED and/or other status indicators for fault conditions.	x	x
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.	x	x

LOGGING EQUIPMENT		Level 1	Level 2
Equipment Alarms	Check LED and/or other status indicators for fault conditions.	x	x
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.	x	x
Server CPU Health	i.e. memory, HDD, CPU, disk space/utilization.	x	x

MISCELLANEOUS EQUIPMENT		Level 1	Level 2
Equipment Alarms	Check LED and/or other status indicators for fault conditions.	x	x
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.	x	x
Server CPU Health	i.e. memory, HDD, CPU, disk space/utilization.	x	x

PRIME SITE CHECKLIST			
SOFTWARE		Level 1	Level 2
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.	x	x
Verify System SW	Verify software versions installed on system. Document		x

Installed	any changes.		
SWITCHES		Level 1	Level 2
Equipment Alarms	Check LED and/or other status indicators for fault conditions.	x	x
Capture Diags	Perform recommended diagnostic tests based on switch type. Capture available diagnostic logs.	x	x
Verify Redundant Switches	Test redundancy in CWR devices. Core router switchover (coordinate with customer).		x
MISCELLANEOUS EQUIPMENT		Level 1	Level 2
Equipment Alarms	Check LED and/or other status indicators for fault conditions.	x	x
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.	x	x
Site Frequency Standard Check	Check lights and indicators for A/B receivers.	x	x
Server CPU Health	i.e. memory, HDD, CPU, disk space/utilization.		x
Site Controller Redundancy (trunking)	Roll site controllers with no dropped audio.		x
COMPARATORS		Level 1	Level 2
Equipment Alarms	Verify no warning/alarm indicators.	x	x
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways	x	x



DISPATCH SITE CHECKLIST			
GENERAL		Level 1	Level 2
Inspect all Cables	Inspect all cables/connections to external interfaces are secure	X	X
Mouse and Keyboard	Verify operation of mouse and keyboard	X	X
Configuration File	Verify each operator position has access to required configuration files	X	X
Console Op Time	Verify console op time is consistent across all ops	X	X
Screensaver	Verify screensaver set as customer prefers	X	X
Screen Performance	Verify screen operational/performance	X	X
Touchscreen	Verify touchscreen operation (if applicable)	X	X
Cabling/Lights/Fans	Visual inspection of all equipment - cabling/ lights/ fans	X	X
Filters/Fans/Dust	Clean any filters/ fans/ dust- all equipment	X	X
Monitor and Hard Drive	Confirm monitor and hard drive do not "sleep"	X	X
DVD/CD	Verify / clean DVD or CD drive	X	X
Time Synchronization	Verify console time is synchronized with NTP server		X
Anti-Virus	Verify anti-virus is enabled and that definition files are up to date (within two weeks of current date)		X
HEADSET UNPLUGGED TESTING		Level 1	Level 2
Speakers	Test all speakers - audio quality, volume, static, drop-outs, excess hiss when turned up.	X	X
Channel Audio in Speaker	Verify selected channel audio in select speaker only.	X	X
Footswitch Pedals	Verify both footswitch pedals operational	X	X
Radio On-Air Light	Verify radio on air light comes on with TX (if applicable)	X	X
Radio TX and RX	Verify radio TX/RX from both headset jacks. Verify levels OK. Check volume controls for noise/static or drop-outs.	X	X
Speaker Mute	Verify select speaker muted.	X	X
Telephone Operation	Verify telephone operational through both headset jacks. Check volume controls for noise/static or drop-outs.	X	X

Audio Switches	Verify select audio switches to speaker when phone off-hook. (if interfaced to phones)	x	x
Radio Takeover in Headset	Verify radio-takeover in headset mic when phone off-hook (mic switches to radio during PTT and mutes to phone).	x	x
OTHER TESTS		Level 1	Level 2
Phone Status Light	Verify phone status light comes on when phone off-hook (if applicable)	x	x
Desk Microphone Operation	Confirm desk mic operation (if applicable)	x	x
Radio IRR Operation	Verify radio IRR operational (if applicable)	x	x
Telephone IRR Operation	Verify telephone [if on radio computer] IRR operational (if applicable)	x	x
Recording	Verify operator position being recorded on long term logging recorder (if applicable)	x	x
IRR Setup Parameters	Check IRR set-up parameters, and also audio card set-up and level adjustments		x
Paging Controls	Confirm all paging controls are functional (including third party encoders if under maintenance)		x
COMPUTER PERFORMANCE TESTING		Level 1	Level 2
Computer Reboot	Reboot op position computer	x	x
Computer Operational	Confirm client computer is fully operational (if applicable)	x	x
For XP and older Operating Systems: Hard Drive Fragmentation	Check status of hard drive fragmentation- perform if needed		x
Event Logs	Pull event logs and review for major errors		x
Hard Drive Backup	Create backup of drive for offsite storage.		x
Memory Usage	Check memory usage		x
Application Logs and Alerts	Review built in application logs and alerts		x
Hard Drive Usage	Check available space (10% minimum)		x
AUDIO TESTING		Level 1	Level 2
Audio Levels and Quality	Confirm all conventional resources are functional with adequate audio levels and quality	x	x
Secure Mode	Confirm any secure talkgroups are operational in secure mode	x	x
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		x

EQUIPMENT ROOM TESTS		Level 1	Level 2
Recording - AIS Test	Verify audio logging of trunked calls	x	x
Recording	Test op position logging on analog recorder (with customer assistance)	x	x
System Alarms	Review alarm system on all equipment for errors	x	x
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.	x	x
SDM AUX I/O Server	Confirm all AUX I/O's functional on one operator position		X
Backup Resources	Confirm all backup radios meet RF specs and combiner/antenna system fully functional		X
Verify System SW Installed	Verify software versions installed on system. Document any changes.		X
IP Network Redundancy	If redundant equipment used (e.g., routers, switches), then switch to redundant equipment and confirm operation.		X

RF SITE CHECKLIST		Level 1	Level 2
Equipment Alarms	Verify no warning/alarm indicators.	x	x
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways	x	x
Site Frequency Standard Check	Check lights and indicators for A/B receivers.	x	x
Basic Voice Call Check	Voice test each voice path, radio to radio.	x	x
Control Channel Redundancy (trunking)	Roll control channel, test, and roll back.	x	x
Site Controller Redundancy (trunking)	Roll site controllers with no dropped audio.	x	x
GTR 8000 Results Sheet	Complete GTR tests - Frequency Error, Modulation Fidelity, Forward at Set Power, Reverse at Set Power, Gen Level Desense no Tx.	x	x

MOSCAD CHECKLIST

MOSCAD SERVER		Level 1	Level 2
Equipment Alarms	Verify no warning/alarm indicators.	x	x
Check Alarm/Event History	Review MOSCAD alarm and events to find if there are chronic issues.	x	x
Windows Event Logs	Review Windows event logs. Save and clear if full.	x	x
Password Verification	Site devices to verify passwords. Document changes if any found.	x	x
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.	x	x
Verify System SW Installed	Verify software versions installed on server. Document any changes.		x
Server CPU Health	i.e. memory, HDD, CPU, Disk space/utilization.		x
Verify Patches	Verify security patches monthly/quarterly (Motorola and 3 rd Party). Document any changes.		x
MOSCAD CLIENT		Level 1	Level 2
Equipment Alarms	Verify no warning/alarm indicators.	x	x
Check Alarm / Event History	Review MOSCAD alarm and events to find if there are chronic issues.	x	x
Windows Event Logs	Review Windows event logs. Save and clear if full.	x	x
Password Verification	Site devices to verify passwords. Document changes if any found.	x	x
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.	x	x
Verify System SW Installed	Verify software versions installed on system. Document any changes.		x
Verify Patches	Verify security patches monthly/quarterly (Motorola and 3 rd Party). Document any changes.		x
Server CPU Health	i.e. memory, HDD, CPU, disk space/utilization.		x
Complete Backup	Verify backups have been done or scheduled. SZ database (BAR), Centracom CDM/ADM database, etc.		x
MOSCAD RTU's		Level 1	Level 2
Equipment Alarms	Verify no warning/alarm indicators.	x	x
Verify Connectivity	Verify Connectivity	x	x

Password Verification	Site devices to verify passwords. Document changes if any found.		X
Check Alarm / Event History	Review MOSCAD alarms and events to find if there are chronic issues.		X
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.		X
Verify System SW Installed	Verify software versions installed on system. Document any changes.		X

FACILITIES CHECKLIST			
VISUAL INSPECTION EXTERIOR		Level 1	Level 2
ASR Sign	Verify that the ASR sign is posted.	X	X
Warning Sign - Tower	Verify warning sign is posted on the tower.	X	X
Warning Sign - Gate	Verify that a warning sign is posted at the compound gate entrance.	X	X
10 Rule Sign	Verify that a 10 rules sign is posted on the inside of the shelter door.	X	X
Outdoor Lighting	Verify operation of outdoor lighting/photocell.	X	X
Exterior of Building	Check exterior of building for damage/disrepair.	X	X
Fences / Gates	Check fences/gates for damage/disrepair.	X	X
Landscape / Access Road	Check landscape/access road for accessibility.	X	X
VISUAL INSPECTION INTERIOR		Level 1	Level 2
Electrical Surge Protectors	Check electrical surge protectors for alarms.	X	X
Emergency Lighting	Verify emergency lighting operation.	X	X
Indoor Lighting	Verify indoor lighting.	X	X
Equipment Inspection	Visually inspect that all hardware (equipment, cables, panels, batteries, racks, etc.) are in acceptable physical condition for normal operation.	X	X
Site Frequency Standard Check	Check lights and indicators for A/B receivers.	X	X
Regulatory Compliance (License, ERP, Frequency, Deviation)	Check station for regulatory compliance. Update station logs.	X	X
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways	X	X
UPS		Level	Level

		1	2
Visual inspection (condition, cabling)	Verify corrosion, physical connections, dirt/dust, etc.	x	x
Verify rollover and rollback	Verify automatic switch to backup power when main power fails		x
Battery voltage checks	Verify, check and measure battery voltages.		x
GENERATOR		Level 1	Level 2
Visual Inspection	Verify, check panel housing, cracks, rust and weathering. Physical connections, corrosion, dirt/dust, etc.	x	x
Fuel	Verify fuel levels in backup generators, document date of last fuel delivered from fuel service provider.	x	x
Oil	Check the oil dipstick for proper level. Note condition of oil.	x	x
Verify operation (no switchover)	Check, verify running of generator, ease of start or difficult. Is generator "throttling" or running smooth? Any loud unusual noise? Etc.	x	x
Verify rollover and rollback	***Depends on configuration of Transfer switch. Auto versus manual*** Rollover should be tested weekly under load.		x

		Level 1	Level 2
HVAC			
Air Filter	Check air filter and recommend replacement if required	x	x
Coils	Check coils for dirt	x	x
Outdoor Unit	Check that outdoor unit is unobstructed	x	x
Wiring	Wiring (insect/rodent damage)	x	x
Cooling / Heating	Check each HVAC unit for cooling/heating	x	x

MICROWAVE CHECKLIST			
		Level 1	Level 2
GENERAL			
Transport Performance	Confirm transport performance by viewing UEM for site link warnings or errors.		x
RADIO		Level 1	Level 2
Alarms	Check alarm / event history	x	x
Software	Verify version of application	x	x
TX Frequency	Verify transmit frequency	x	x

TX Power	Verify transmit power	x	x
RX Frequency	Verify receive frequency	x	x
RX Signal Level	Verify receive signal level and compare with install baseline documentation	x	x
Save configuration	Save current configuration for off site storage	x	x
Backhaul Validation	Monitor UEM status (alarms, logs, etc.) for all links. If UEM not used to monitor microwave, then use provided microwave alarm mgmt server.	x	x

WAVEGUIDE		Level 1	Level 2
Visual Inspection	Inspect for wear or dents (from ground using binoculars).	x	x
Connection Verification	Verify all connections are secured with proper hardware (from ground using binoculars).	x	x

DEHYDRATOR		Level 1	Level 2
Visual Inspection	Inspect moisture window for proper color	x	x
Pressure Verification	Verify pressure of all lines	x	x
Re-Pressurization	Bleed lines temporarily to verify the dehydrator re-pressurizes	x	x
Run Hours	Record number of hours ran	x	x

TOWER CHECKLIST			
STRUCTURE CONDITION		Level 1	Level 2
Rust	Check structure for rust.	x	x
Cross Members	Check for damaged or missing cross members.	x	x

Safety Climb	Check safety climb for damage.	x	x
Ladder	Verify that ladder system is secured to tower.	x	x
Welds	Check for cracks or damaged welds.	x	x
Outdoor lighting/photocell	Test outdoor lighting and photocell.	x	x
Drainage Holes	Check that drainage holes are clear of debris.	x	x
Paint	Check paint condition.	x	x
TOWER LIGHTING		Level 1	Level 2
Lights/Markers	Verify all lights/markers are operational.	x	x
Day/Night Mode	Verify day and night mode operation.	x	x
Power Cabling	Verify that power cables are secured to tower.	x	x
ANTENNAS AND LINES		Level 1	Level 2
Antennas	Visually inspect antennas for physical damage (from ground using binoculars).	x	x
Transmission Lines	Verify that all transmission lines are secure on the tower.	x	x
GROUNDING		Level 1	Level 2
Structure Grounds	Inspect grounding for damage or corrosion	x	x
GUY WIRES		Level 1	Level 2
Tower Guys	Check guy wires for fraying and tension.	x	x
Guy Wire Hardware	Check hardware for rust.	x	x
CONCRETE CONDITION		Level 1	Level 2
Tower Base	Check for chips or cracks.	x	x



Appendix K: Technical Resource

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.

Scope of Work

Full Time dedicated resource for Baldwin County Commission's Motorola Astro P-25 core and RF Sites. Available during activation of Emergency Management Agency or other events requiring P-25 support if request by Communications Information Systems staff. Two-hour response time on all outages deemed major by the Communications Information Systems department, all other outages will be handled next business day.

1. Service Delivery Management
 - i. Act as customer advocate in any cases where service process escalations or exceptions need to be made
 - ii. Assist customer by generating reports to be used for billing and asset control
2. Service Reporting
 - i. Provide daily reports to Communications Information Systems staff on Core and RF Sites with any errors or issues
 - ii. Attend meeting with Communications Information Systems and Baldwin County Commission's current maintenance provider
 - iii. Attend "AIRS" meeting on Baldwin County Commission's behalf if requested by Communications Information Systems staff
 - iv. Represents Baldwin County Commission on the "AIR" technical committee
3. Special Events Coordination
 - i. Ensure interoperable communication setup for Baldwin County Commission and any other agencies during special events identified by Communications Information Systems staff
 - ii. Coordinate system resources for special events
 - iii. Manage talk group and ID's for special events
 - iv. Assign system talk group and ID's as needed for special events
 - v. Assist Baldwin County Sheriff's Office Dispatch with Patches as required
4. Problem Management
 - i. Proactively work with on-site service provider and/or customer to correct the underlying cause of repetitive incidents in the network
 - ii. Provide detailed report of problem
5. Incident Management
 - i. Enhance response to all incidents in a manner that promotes restoration of normal service as quickly as possible and minimizing impact to Baldwin County Commission
6. System Resource Management

- i. Manage allocation of system resources as needed for Baldwin County Commission core and RF sites (Programming channel, sites etc.)
7. Performance Management
- i. Verify optimal performances of Baldwin County Commission Core and RF sites reviewing validation of preventative maintenance report
 - ii. Advise Baldwin County Commission as needed to resolve performance issues if needed
8. 3rd party resources and vendor management
- i. Coordinate 3rd party equipment repairs by working with Baldwin County Commission chosen vendors
 - ii. Assist in changes of 3rd party equipment and implementations
 - iii. Fleet mapping management
 - iv. Advise on fleet map changes
 - v. Assist Baldwin County Commission's current maintenance provider with Fleet map
9. Access Management
- i. Ensure only authorized users are able to access or modify services, assets or data
 - ii. Manage Radio ID's for Baldwin County Commission
 - iii. Verify radios ID's are valid and follow fleet mapping guidelines
10. Additional duties
- i. Keep all FCC licenses current and up to date
 - ii. Keep all tower ASR's current and up to date
 - iii. Assure compliance with all FCC rules and regulations not specifically listed above
 - iv. Interface with authorized system users and applicable Federal, State and Local agencies
 - v. Assist in the development and maintenance of radio communication system documentation, including the development and maintenance of system schematics and procedures
 - vi. Assist Communications Information Systems staff with the specifications of required replacement equipment
 - vii. Assist in development and training of Communications Information Systems staff on Astro P-25 and Genesis systems
Perform other related duties as directed
 - viii. Install VHF/UHF equipment in a variety of Baldwin County Commission owed assets such as trucks, heavy equipment etc. Not to exceed 50 units per year.
 - ix. Troubleshoot and repair VHF/UHF in newly installed and existing Baldwin County Commission owned assets
 - x. Assist with replacement of equipment related to all Baldwin County Commission radio systems not requiring certified technician

SECTION 3

ADVANCED PLUS SERVICES

PROPOSAL



MOTOROLA SOLUTIONS

Quote Submitted by:
 Gordon Andrew, Motorola Solutions Inc. 205-568-7888
andrew.gordon@motorolasolutions.com

End User: Baldwin County Commission
 Brian Peacock - Director of Communications Information Systems Mike Job - Assistant
 Director of Communications Information Systems 23100 McAuliffe Drive
 Robertsdale, AL 36567

Baldwin County Commission - Advanced Plus Service Package
 Services Included in Package: Maintenance, SUAII & Technical Resource

- Network Monitoring
- Technical Support
- Dispatch Services
- Onsite - Regular
- Preventive Maintenance Lvl 2
- Infrastructure Repair Advanced Replacement Network Security Monitoring
- Security Update Service
- Remote Security Update Services
- Microwave Services
- SUA II
- My View Portal - Advanced
- *Full Time Technical Resource
- Mobile Radio Installation - not to exceede 50 per year

Advanced Plus Service Package

Year	List	Discount	Price	Discount
YR1 10/1/2018 – 9/30/19	\$ 699,214.00	\$ 117,214.00	\$ 582,000.00	15%
YR2 10/1/2019 – 9/30/20	\$ 704,917.45	\$ 122,917.45	\$ 582,000.00	18%
YR3 10/1/2020 – 9/30/21	\$ 709,736.56	\$ 127,736.56	\$ 582,000.00	18%
YR4 10/1/2021 – 9/30/22	\$ 714,674.24	\$ 132,674.24	\$ 582,000.00	19%
YR5 10/1/2022 – 9/30/23	\$ 719,733.51	\$ 137,733.51	\$ 582,000.00	20%
YR6 10/1/2023 – 9/30/24	\$ 728,917.46	\$ 146,917.46	\$ 582,000.00	21%
YR7 10/1/2024 – 9/30/25	\$ 734,229.25	\$ 152,229.25	\$ 582,000.00	21%
	\$ 5,011,422.47	\$ 937,422.47	\$ 4,074,000.00	19%

System Inputs:	
# of Master Sites	1
# of Total Network Management Clients	2
# RF Sites (includes Simulcast sub-sites, ASR sites, HPD sites)	10
#Stations = GTR	54
# of Dispatch Site Locations	3
# MCC 7500 (VPM)	12
# AIS (VPM)	1
Current Sites:	
Baldwin County Master	Master Site
Baldwin County EOC	RF Site
Blackshear	RF Site
Rabun	RF Site
Bay Minette County Tower	RF Site
Spanish Fort	RF Site
Seminole	RF Site
Magnolia Springs	RF Site
Baldwin Central	Dispatch Site
Baldwin County SO Dispatch	Dispatch Site
*Additional Sites/Equipment (Covered til 9/30/2025)	
Lillian	RF Site
Fairhope	RF Site
Will cover additional ESS Rack if purchased and installed at any existing Baldwin County Commission RF site	Channels

ADVANCED PLUS SERVICES

CONTRACTUAL DOCUMENTATION

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Advanced Plus Operational Purchase Agreement

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

Section 1 EXHIBITS

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

Exhibit A	Software License Agreement
Exhibit B	Payment Schedule
Exhibit C	Service Terms and Conditions, if applicable

DEFINITIONS

Section 2

Capitalized terms used in this Agreement have the following meanings:

- 2.1. "Acceptance Tests" means those tests described in the Acceptance Test Plan.
- 2.2. "Beneficial Use" means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).
- 2.3. "Confidential Information" means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. Confidential Information does not include any information that: is or becomes publicly known through no wrongful act of the receiving Party; is already known to the receiving Party without restriction when it is disclosed; is or becomes, rightfully and without breach of this Agreement, in the receiving Party's possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this Agreement; is explicitly approved for release by written authorization of the disclosing Party; or is released pursuant to law.
- 2.4. "Contract Price" means the price for the System or Services provided, excluding applicable sales or similar taxes and freight charges.
- 2.5. "Effective Date" means that date upon which the last Party executes this Agreement.
- 2.6. "Equipment" means the equipment that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.
- 2.7. "Force Majeure" means an event, circumstance, or act of a third party that is beyond a Party's reasonable control (e.g., an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots).

2.8. "Infringement Claim" means a third party claim alleging that the Equipment manufactured by Motorola or the Motorola Software infringes upon the third party's United States patent or copyright.

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

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

2.11. "Open Source Software" (also called "freeware" or "shareware") means software that has its underlying source code freely available to evaluate, copy, and modify.

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

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

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

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

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

2.17. "Warranty Period" is the period set forth in the Service Terms and Conditions in Exhibit D.

Section 3 SCOPE OF AGREEMENT AND TERM

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

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

3.3. TERM. Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues for seven (7) years.

3.4. ADDITIONAL EQUIPMENT OR SOFTWARE. For three (3) years after the Effective Date, Customer may order additional Equipment or Software if it is then available. Each order must refer to this Agreement and must specify the pricing and delivery terms. Notwithstanding any additional or contrary terms in the order, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within 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 <http://www.motorola.com/businessandgovernment/> and the MOL telephone number is (800) 814-0601.

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

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

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

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

3.9. OPTIONAL EQUIPMENT OR SOFTWARE. This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Seller which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to

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negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

Section 4 PERFORMANCE SCHEDULE

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

Section 5 CONTRACT PRICE, PAYMENT AND INVOICING

5.1. **CONTRACT PRICE.** The Contract Price in U.S. dollars is \$4,074,000, for the work described in Exhibit C. If applicable, a pricing summary is included with the Payment Schedule. Motorola has priced the services, Software, and Equipment as an integrated service. A reduction in Software or Equipment quantities, or services, may affect the overall Contract Price, including discounts if applicable.

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

5.3. **INFLATION ADJUSTMENT.** After the end of the seven year service period in this Agreement, if any, during the term of this Agreement, if the change in the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U) annual index for each Contract year exceeds five percent (5%), the price for the coming year's services will increase by an incremental dollar amount per the following formula: Current year's maintenance price * (actual change in the CPI - 5 percentage points). The successive year's service will increase from this new baseline by the dollar amount as described in the Pricing Exhibit. This adjustment will be calculated 60 days prior to the 12th/24th/36th, etc. anniversary of the end of the last service period in this Agreement. It will be calculated based upon the CPI for the most recent twelve month increments beginning from the most current month available as posted by the U.S. Department of Labor. The price adjustment would fix the price for the following 12 months.

5.4. **EARLY TERMINATION.** The Customer shall have the right, with or without cause, to terminate this agreement by giving 90 days written notice to Motorola. If the Customer terminates this Agreement before the end of the seven-year Term, for any reason other than Motorola default, then the Customer will reimburse Motorola for the amount of the multi-year discount realized by the Customer up to the date of termination, not to exceed two years. This is not a penalty. It is a reconciliation of the pricestructure.

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

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

312 Courthouse Sq - Ste 13, Bay Minnete, AL 36507

The final destination where the Equipment will be delivered to Customer is:

175 Courthouse Sq, Bay Minette, AL 36507

Section 6 SITES AND SITE CONDITIONS

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

6.2. SITE CONDITIONS. Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; electrical power outlets, distribution and equipment; and 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 will inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

6.3. SITE ISSUES. If a Party determines that the sites identified in 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 7 TRAINING

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

Section 8 ACCEPTANCE

Customer accepts Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. The Term of this Agreement begins on the Effective Date.

Section 9 WARRANTY

9.1. Warranty. The warranty is set forth in the Terms and Conditions in Exhibit D.

9.2. 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. TO THE EXTENT ALLOWED BY LAW, MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10 DELAYS

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

10.2. PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER. If Customer (including its other contractors) delays the Performance Schedule, the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

Section 11 DISPUTES

11.1. SETTLEMENT PREFERRED. The Parties, by their project managers, will attempt to settle any dispute arising from this Agreement (except for a claim relating to intellectual property or breach of confidentiality) through consultation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the Parties, if necessary.

11.2. LITIGATION. A Party may submit to a court of competent jurisdiction in the State of Alabama any claim relating to intellectual property or a breach of confidentiality provisions. Each Party consents to jurisdiction over it by that court. Either Party may resort to the judicial proceedings described in this section if good faith efforts to resolve the dispute under these procedures have been unsuccessful; or interim relief from the court is necessary to prevent serious and irreparable injury to the Party.

Section 12 DEFAULT AND TERMINATION

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

The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.

12.2. FAILURE TO CURE. If a defaulting Party fails to cure the default as provided above in Section 12.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement by giving written notice of termination to the defaulting Party. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

Section 13 INDEMNIFICATION

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

13.2. PATENT AND COPYRIGHT INFRINGEMENT.

13.2.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on an Infringement Claim, and Motorola will indemnify Customer for those costs and damages finally awarded against Customer for an 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.

13.2.2. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense procure for Customer the right to continue using the Equipment or Motorola Software, replace or modify it so that it becomes non-infringing while providing functionally equivalent performance, or grant Customer a credit for the Equipment or Motorola Software as depreciated and accept its return. The depreciation amount will be calculated based upon generally accepted accounting standards for such Equipment and Motorola Software.

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

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

13.4. This Section 13 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 13 are subject to and limited by the restrictions set forth in Section 14.

Section 14 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or services with respect to which losses or damages are claimed. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.** This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. An action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought within one year.

Section 15 CONFIDENTIALITY AND PROPRIETARY RIGHTS

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

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

15.1.3. Confidential Exceptions. Recipient is not obligated to maintain as confidential, Confidential Information that recipient can demonstrate by documentation (i) is now available or

becomes available to the public without breach of this Agreement; (ii) is explicitly approved for release by written authorization of discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the recipient prior to such disclosure; or (v) is independently developed by recipient without the use of any discloser's Confidential Information or any breach of this Agreement.

Notwithstanding anything in this Agreement or any other document referred to or made a part of this Agreement to the contrary, the parties acknowledge that Customer is a governmental entity, and the Customer shall be entitled to disclose any information deemed necessary by the Customer in order to comply with all applicable laws, rules and regulations regarding the disclosure of public records, including, but not limited to, the terms of this Agreement and pricing. The parties agree that Customer shall be entitled to disclose and publish this Agreement, the terms and conditions and pricing, which shall not be deemed confidential.

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

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

Section 16 GENERAL

16.1. TAXES. The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within forty-five (45) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

16.2. ASSIGNABILITY AND SUBCONTRACTING. Neither Party may assign this Agreement without the prior written consent of the other Party, except that Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

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

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

16.5. INDEPENDENT CONTRACTORS. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

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

16.7. GOVERNING LAW. This Agreement and the rights and duties of the Parties will be governed by and interpreted in accordance with the laws of the State of Alabama.

16.8. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

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

Motorola Solutions, Inc.
Attn: Judy Jean-Pierre,
Legal, Government Affairs & Communications
1303 E. Algonquin Road, IL01-8th Floor
Schaumburg, IL 60196
Judy.Jean-Pierre@motorolasolutions.com

Baldwin County Commission
Attn:
Brian Peacock
312 Courthouse Sq Ste 13, Bay Minette, Al 36507
bpeacock@baldwincountyal.gov

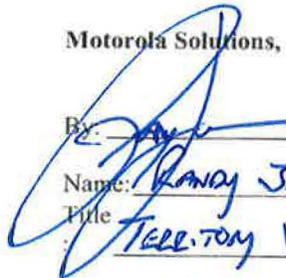
16.10. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations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

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

16.12. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.6 (Motorola Software); Section 3.7 (Non-Motorola Software); if any payment obligations exist, Sections 5.1 and 5.2 (Contract Price and Invoicing and Payment); Subsection 9.7 (Disclaimer of Implied Warranties); Section 11 (Disputes); Section 13 (Indemnification); Section 14 (Limitation of Liability); and Section 15 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 16.

The Parties hereby enter into this Agreement as of the Effective Date. This Agreement may be executed by each of the Parties hereto in separate 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.

Motorola Solutions, Inc.

By: 
Name: TERRY TOM
Title: VICE PRESIDENT
Date: 6-27-18

Customer

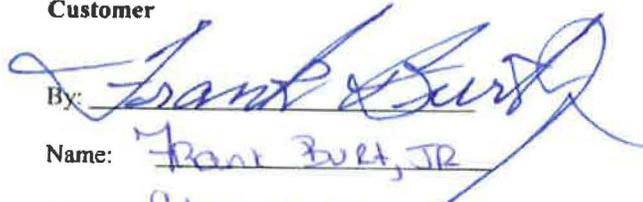
By: 
Name: FRANK BURT, JR.
Title: CHAIRMAN
Date: 6/19/2018



Exhibit A

SOFTWARE LICENSE AGREEMENT

This Exhibit A Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola") and Baldwin County Commission ("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.

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Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the Software and Documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4. When using Motorola's Radio Service Software ("RSS"), Licensee must purchase a separate license for each location at which Licensee uses RSS. Licensee's use of RSS at a licensed location does not entitle Licensee to use or access RSS remotely. Licensee may make one copy of RSS for each licensed location. Licensee shall provide Motorola with a list of all locations at which Licensee uses or intends to use RSS upon Motorola's request.

4.5. Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. The commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than RSS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 UNITED STATES GOVERNMENT LICENSING PROVISIONS

This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under Motorola's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may

not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3. ASSIGNMENTS AND SUBCONTRACTING. Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

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

13.5. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6. SURVIVAL. Sections 4, 5, 6.3, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7. ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8 SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

Exhibit C

Service Terms and Conditions

Motorola Solutions, Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1 APPLICABILITY

These Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2 DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3 ACCEPTANCE

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4 SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

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

4.6. If Equipment cannot, in Motorola's reasonable opinion and in conjunction with the Customer's Project Manager, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5 EXCLUDED SERVICES



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

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

Section 6 TIME AND PLACE OF SERVICE

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

Section 7 CUSTOMER Contact

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

Section 8 PAYMENT

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

Section 9 WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10 DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by



Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

Section 11 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. 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. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12 EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13 PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial, financial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14 FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15 COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of



Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16 MATERIALS, TOOLS AND EQUIPMENT

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

Section 17 GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be governed and interpreted in accordance with the laws of the State in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may assign its rights and obligations, and may subcontract any portion of its performance, under this Agreement.

17.6. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

