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**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

FROM: Riverside County Information Technology (RCIT)

**SUBMITTAL DATE:
December 4, 2013**

SUBJECT: Public Safety Enterprise Communication Support, Four Year (Jan. 2015 – Dec. 2018) Software Upgrade Agreement; Three-Month (FY 2013/14) Transition Site Support and Transition System Maintenance Agreement without obtaining competitive bids. All Districts. [\$4,878,000 and \$555,205 respectively RCIT/COM Operations Budget]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the professional service agreement with Motorola for four years beginning 2015, for Motorola Software Upgrades for an annual amount of \$1,219,500; and
2. Approve the Motorola System Maintenance and ratify Site Maintenance Agreements for three months for \$555,205; and
3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459.4, to exercise the renewal option, based on the availability of fiscal funding, and to sign amendments that do not change the substantive terms of the agreements, including amendments to the compensation provision that do not exceed the annual CPI rates.

[Signature]
 Kevin K Crawford
 Chief Information Officer

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 555,205.	\$ 1,219,500	\$ 5,433,205	\$ 1,219,500	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: RCIT/Critical Communication Solutions Division
 Operating Budget

Budget Adjustment: None
For Fiscal Year: 2013/14-18/19

C.E.O. RECOMMENDATION: APPROVE
 BY: *[Signature]*
 Jennifer L. Sargent

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

Prev. Agn. Ref.: 3.52 on 10/22/13 | District: ALL | Agenda Number:

3-47

FORM APPROVED COUNTY COUNSEL
 DATE 12/13
 REVIEWED BY NEAL R. KIPNIS
 12/10/2013
 CIP TEAM
 Departmental Conference
 Purchasing: *[Signature]*
 Mark Seller, Assistant Director

- A-30
- 4/5 Vote
- Positions Added
- Change Order

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Public Safety Enterprise Communication Support**

DATE: December 4, 2013

PAGE: 2 of 3

BACKGROUND:

Summary

On Tuesday, October 22, 2013 the Board approved agenda item 3.52 the ninth contract amendment with Motorola for the delivery of the Public Safety Enterprise Communication (PSEC) System. The amendment included negotiated terms and concessions by Motorola for the delay of the PSEC project. Several of the concessions directly influence the current and future support of the PSEC System.

Motorola Software Upgrade Agreement – Attachment 1

The first item is the Motorola Software Upgrade Agreement II (SUAII), the details of which are in Attachment 1. The SUA II provides for annual ASTRO 25 system (ASTRO 25 is the Motorola product name of the PSEC system) software enhancements and hardware upgrades. Motorola will annually release major system and hardware updates that will allow agencies to keep their systems current. Without an agreement in place the County would be required to purchase these enhancements individually at a higher cost.

The table below shares the costs of purchasing individual updates every other year (option 1), annually (option 2) and via the recommended SUA II (option 3). The recommended action will save the County \$5.8M versus the à la carte option 1 and \$638,000 versus option 2.

4-year Budgetary Views					
4-year Budgetary w/ N+2 Upgrades	2015	2016	2017	2018	Total
Upgrade					
Option 1: à la carte approach*		5,330,000		5,350,000	10,680,000
Option 2: SMA subscription	645,000	2,100,000	645,000	2,126,000	5,516,000
<i>Software (via SMA subscription)</i>	<i>645,000</i>	<i>645,000</i>	<i>645,000</i>	<i>645,000</i>	
<i>Hardware + Implementation à la carte *</i>		<i>1,455,000</i>		<i>1,481,000</i>	
RECOMMENDED OPTION					
Option 3: SUA II subscription	1,219,500	1,219,500	1,219,500	1,219,500	4,878,000
<i>Software</i>	<i>included</i>	<i>included</i>	<i>included</i>	<i>included</i>	
<i>Hardware + Implementation</i>		<i>included</i>		<i>included</i>	

During the negotiations for the ninth contract amendment between Motorola and the Riverside County Chief Information Officer, Motorola provided version 7.13 in August of 2013 as part of the version modification corrections to the PSEC System. Motorola also agreed to lock in the current SUA II pricing for four years beginning January 2015 as indicated in the above table.

In addition, beginning on October 1, 2013 through December 31, 2014, Motorola will provide certain Software bug fixes and remote monitoring support, both as more fully described in Amendment 9, Attachment MNT. Notwithstanding the pricing set forth in Amendment 9, Attachment MNT, the services described in Amendment 9 Attachment MNT will be provided at no charge to the County provided that (1) the County enters into a contract with Motorola for SUA II services for the period of time from January 1, 2015 through December 31, 2018 at the annual prices set forth in the proposal that has been provided to the County and (2) the County makes the Acceptance for Payment of the Initial System milestone payment on or before December 16, 2013.

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Public Safety Enterprise Communication Support**

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Motorola System Maintenance – Attachment 2

The second item negotiated in the ninth amendment is for Technical Consultant Services and Field Services. This is for the period beginning January 1, 2014 and ending March 31, 2014. Riverside County Information Technology (RCIT) is fully committed to independently supporting the PSEC System. However, the technical staff must complete the necessary training in order to provide the high level of support required to maintain all the system components.

During the transition period Motorola will provide the technical support while the technical team completes their training and gains experience on the care of the system. The technicians will “shadow” the Motorola support team as they perform support functions. The cost for this service is \$265,101; the details are specified in Attachment 2. The services may be canceled at any time, should the County determine the services are no longer required.

Site Maintenance Agreement – Attachment 3

There are over seventy-five radio sites in the PSEC System network. Every sites includes dual HVAC units; on-site generators that will provide alternate power in the event of a commercial power outage; uninterruptable battery supplies; approximately a quarter acre parcel that must be kept weed free; and a myriad of other components.

RCIT is responsible for the site maintenance and is developing a staff capable of providing a high level of support. Motorola has performed the site maintenance throughout the site construction period and the system implementation period. It is now time to transition the responsibility for site maintenance to the County RCIT staff.

RCIT recently hired a team of four to begin performing site maintenance. The team is becoming familiar with the location of every site and with the installed equipment. Motorola has offered a transition support package outlined in Attachment 3. For a cost of \$88K per month plus up to \$25K in parts, Motorola will provide staff to perform site maintenance while the County team builds their knowledge of the work effort. The Motorola support will only be required for a three month period for a total cost of \$290,103K.

Impact on Citizens and Businesses

The indirect impact to constituents is the PSEC system remains operational and supports the need for Public Safety first responders to communicate. In the event of any incident, large or small, Public Safety First Responders will continue to rely on an operational communication system as they serve the needs of the public.

**SUPPLEMENTAL:
Additional Fiscal Information**

The FY 13/14 RCIT-Communications operating budget has sufficient appropriations for the current years costs as the budget was built with the assumption that in FY13/14 the County would be paying \$1,172,000 for the Motorola software agreement. As part of the Motorola 9th Amendment, the software upgrade will be provided free of charge for FY13/14 and the first payment will be in FY14/15. The FY 13/14 appropriations will cover the cost of the system maintenance and site maintenance agreements.



Kevin K Crawford, Chief Information Officer

Memorandum

To: Mark Seiler, Asst. Purchasing Director

Date: 12/04/2013

Via: RCIT, Procurement Contract Specialist

From: Kevin K Crawford, Chief Information Officer

Subject: Sole Source Procurement for Motorola Life Cycle Management (SUA II) Support Agreement

The below information is provided in support of my Department requesting approval for a sole source. Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole source.

1. Supply/Service being requested:

Motorola Software Upgrade Agreement II (SUAII) provides for annual ASTRO 25 system (ASTRO 25 is the Motorola product name of the PSEC system) software enhancements and hardware upgrades. Motorola will annually release major system and hardware updates that will allow agencies to keep their systems current. Without an agreement in place the County would be required to purchase these enhancements individually at a higher cost.

2. Supplier being requested:

Motorola Solutions

3. Alternative suppliers that can or might be able to provide supply/service:

Based on the Departments research and analysis of radio system support, Motorola is the only one that can provide the SUA II products and services for the new PSEC System. It utilizes the latest current software releases and services available for the PSEC radio network applications and provides the capability to support system growth for years to come.

4. Extent of market search conducted:

The Motorola ASTRO 25 system is a proprietary system. Other vendors and contractors modifying or performing system maintenance could void existing warranties.

5. Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:

Motorola produces and issues all system software and hardware modifications, patches, upgrades, and all other system related changes.

SOLE SOURCE PROCUREMENT

6. Reasons why my department requires these unique features and what benefit will accrue to the county:

There are several cost advantages to a unified integrated system using Motorola radio software, hardware and services.

1. The singular design concept provides functional familiarity to the end user, which reduces cost throughout the lifetime of the product.
2. Because there is single design, it is less likely that the linkages between the components will not change out of synchronization. New or modified data fields can be implemented without prohibitive future maintenance costs from multiple vendors.
3. It shortens the development cycle. The PSEC project team has struggled through seven years of planning and implementation.
4. Minimizes risk. The combination of a Motorola wireless communication system is working in multiple installations with more coming online continuously. Because other counties and cities have "blazed the trail", we do not bear the financial risk of unpredicted development cost.
5. Development costs are minimized and more predictable. The integration of disparate new systems would require detailed planning and design documentation as well as testing models to confirm that each system can share the data as expected and required. Development costs for integration new radio costs are significant. These development costs alone are roughly equivalent to the purchase of PSEC System. We have spoken with numerous other cities that have related integration issue nightmares between vendors with disparate systems.
6. Seamless integration leads to drastic reduction in interoperability issues and personnel costs. This can also reduce the amount of duplicate radios in one or more systems. This reduces hardware costs and maintenance costs.
7. All of the County Departments will be utilizing the network. This standardization of services and support enables the potential reduction of maintenance costs and the better opportunity for discount pricing.

7. Price Reasonableness including purchase price and any ongoing maintenance or ancillary costs from the supplier:

During the negotiations for the ninth contract amendment between Motorola and the Riverside County Chief Information Officer, Motorola provided version 7.13 in August of 2013 as part of the version modification corrections to the PSEC System. Motorola also agreed to lock in the current SUA II pricing for four years beginning January 2015.

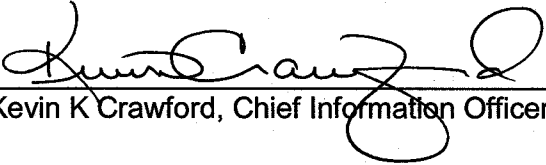
The recommended motion will save the County up to \$5.8 million over purchasing individual system upgrades every other year as required to maintain the PSEC System.

8. Does moving forward on this product or service further obligate the County to future similar contractual arrangements or any ongoing costs affiliated with this sole source? (Maintenance, support, or upgrades, if so, please explain)?

This is a maintenance agreement and it does obligate the County for four years – at discounted pricing.

9. Period of Performance:

A maintenance agreement will be continually necessary.


Kevin K Crawford, Chief Information Officer

9 Dec 13
Date

Purchasing Department Comments:

Approve

Approve with Condition/s

Disapprove

Not to exceed: \$ 557,205

1st year
 One time

1,219,500 years 2-5
 Annual Amount through 12-31-2018


Mark Seiler, Asst. Purchasing Director

12-9-13
Date

14-271
Approval Number

County of Riverside

Motorola – System Upgrade Agreement

Attachment – 1

SUA II Agreement

Motorola Solutions, Inc. ("Motorola") and County of Riverside, Public Safety Enterprise Communication System ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the System Upgrade Services, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties."

For good and valuable consideration, the Parties agree as follows.

Section 1 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 C will be resolved in their listed order.

Exhibit A	Software License Agreement
Exhibit B	SUA Statement of Work
Exhibit C	Pricing and Payment

Section 2 DEFINITIONS AND INTERPRETATION

2.1. "Confidential Information" means all information consistent with the fulfillment of this Agreement that is (i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. The nature and existence of this Agreement are considered Confidential Information. Confidential Information, that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

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

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

2.4. "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).

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

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

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

2.8. "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.

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

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

Section 3 ACCEPTANCE

Customer accepts these 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 4 SCOPE OF SERVICES AND TERM

4.1. **SCOPE OF WORK.** Motorola will provide the Services described in this Agreement and Exhibit B. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. **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 described in Exhibit B, and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

4.3 **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.

4.4. **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).

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

4.6 **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 service begins January 1, 2015 and goes (4) years through December 31, 2018.

Section 5 EXCLUDED SERVICES

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 transmission medium. The SUA Statement of Work also includes various exclusions and limitations on the services.

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 upon request of the Customer 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 CONTRACT PRICE, PAYMENT AND INVOICING

7.1. **CONTRACT PRICE.** The Contract Price in U.S. dollars is **\$4,878,000.00**. The Contract Price includes the Equipment, Software and Services provided under this Agreement, excluding applicable sales or similar taxes and freight charges. Motorola has priced the Equipment, Software, and Services as defined in the Exhibits. Any change to the quantities or scope defined in the Exhibits may affect the overall Contract Price.

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

7.3 **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 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.

Section 8 WARRANTY

8.1 **SERVICE 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.

8.2 **EQUIPMENT WARRANTY.** Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship for a period of ninety (90) days from the date of successful installation .

8.3 **MOTOROLA SOFTWARE WARRANTY.** Unless otherwise stated in the Software License Agreement, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section 8 that are applicable to the Motorola Software for a

period of ninety (90) days from the date of successful installation of a software upgrade as described in Exhibit B.

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

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

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

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

Section 9 DEFAULT/TERMINATION

9.1 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 (30) 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.

9.2 If a defaulting Party fails to cure the default as provided above in Section 9.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. 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 10 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 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 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 two (2) years 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 11 EXCLUSIVE TERMS AND CONDITIONS

11.1 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.

11.2 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 12 CONFIDENTIALITY

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

12.2. 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.

12.3. 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.

12.4. 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.

Section 13 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 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 DISPUTES

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

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

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

15.3 **MEDIATION.** The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

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

15.5 **CONFIDENTIALITY.** All communications pursuant to subsections 14.2 and 14.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 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 thirty (30) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

16.2 **ASSIGNABILITY AND SUBCONTRACTING.** Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event provided that the Separated Business has the ability to fully perform this Agreement. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

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

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

16.5 **INDEPENDENT CONTRACTORS.** Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right

or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

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

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

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

Motorola Solutions, Inc.
Wayne Wahlgren, Director
6450 Sequence Drive
San Diego, CA 92121

County of Riverside
RCIT, Communication Solutions Division Director
7195 Alessandro Bl.
Riverside, CA 92506

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

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

16.11 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.

16.12 FORCE MAJEURE. Neither Motorola nor Customer shall be liable for any loss or damage due to delay or other failure to perform hereunder, to the extent such failure results from events beyond such non-complying party's reasonable control (each a "Force Majeure Event"). Such events may include fire, explosion, power blackout, earthquake, flood, the elements, strike, embargo, labor

disputes, acts of civil or military authority, war, acts of God, or acts or omissions of carriers or suppliers, as well as other causes, whether or not similar to the foregoing. Notwithstanding the foregoing, Motorola acknowledges that one of the principal purposes of the System is to assist Customer personnel in protecting the public safety during, and in response to the occurrence of, *Force Majeure* Events and that nothing in this section shall serve to limit or impair, or excuse the delay in or non-performance of (1) Motorola's warranties, (2) Motorola's safety or security related obligations, or (3) any subcontractor (for purposes of this clause (3), including any material supplier to Motorola of any good or service) notwithstanding *Force Majeure* Events impacting such subcontractor, if the goods or services to be provided by such subcontractor were obtainable from other sources in sufficient time to permit Motorola timely to perform its obligations hereunder. Nothing in this section shall limit the Customer's other remedies against Motorola.

No delay in any installation, cutover, move, change, upgrade or repair of any Equipment, Software or Service (a "*Delay*") or other failure to perform shall be excused pursuant to this section unless such Delay or failure and the consequences thereof are beyond the control and without the fault or negligence of the party claiming excusable Delay or failure to perform. Each party hereto shall make all reasonable efforts to mitigate the extent of any material Delay or other failure and the adverse consequences thereof. Motorola's reasonable efforts at mitigation shall include:

- performance of required work or provision of Services, Equipment, Software or related services with the use of qualified management or other personnel or subcontractors;
- developing and implementing together in cooperation with Customer, contingency plans to be executed promptly following the occurrence of a *Force Majeure* Event; and
- cooperating with Customer in Customer's efforts to obtain services from other vendors not affected (or less affected) by the cause of the relevant interruption or Delay.

In no event shall Customer be liable to Motorola for any failure to perform hereunder that is due to Motorola's delay in supplying or failure to supply approvals, information, materials, or services, whether or not Motorola's delay or failure is excusable under this section.

No delay or other failure to perform of a party arising in connection with the acts or omissions of such party's subcontractors providing products or services on behalf of such party to the other party shall be deemed a *Force Majeure* Event and therefore excused, unless: such acts or omissions are themselves proximately caused by the occurrence of a *Force Majeure* Event; such delay or failure and the consequences thereof are beyond the control of each of, and without the fault or negligence of any of, such subcontractor and the party subcontracting to such subcontractor that is claiming excusable delay or other excusable failure to perform.

Performance times shall be considered extended for a period of time equivalent to the time lost because of any Delay excusable under this Section.

Motorola and Customer shall as promptly as practicable give notice to the other party of any event the party claims is a *Force Majeure* Event and the party's estimate of such event's reasonably expected duration and impact on such party's ability to perform its obligations hereunder.

As used in this agreement, a party asserting the occurrence of a *Force Majeure* Event is presumed to have had, prior to such *Force Majeure* Event, the degree of control necessary to have been able to exercise reasonable preventative measures in light of the reasonable possibility of the occurrence of events that, due to the likelihood of their occurrence and the potential severity of their consequences, would be commercially reasonable to anticipate, plan for and mitigate both before and following their occurrence. Moreover, where the occurrence of an event is beyond the control of a party and is therefore deemed a *Force Majeure* Event, such

event may cease to be deemed a *Force Majeure* Event and its continuing consequences and a party's related non-performance cease to be further excused if such party does not reasonably exercise control in responding to such event, mitigating the adverse consequences of such party's non-performance for the other party and attempting to perform its obligations hereunder at the earliest reasonable time.

16.13 SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 4.3 (Motorola Software); Section 4.4 (Non-Motorola Software); if any payment obligations exist, Section 7 (Contract Price and Payment); Subsection 8.2 (Disclaimer of Implied Warranties); Section 10 (Limitation of Liability); and Section 12 (Confidentiality); Section 13 (Preservation of Motorola Proprietary Right; Section 15 (Disputes); and all of the General provisions in Section 16.

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

COUNTY OF RIVERSIDE

By: _____ Dated: _____
Chairman, Board of Supervisors

MOTOROLA SOLUTIONS, INC.

By: _____ Dated: _____
Name and title: Wayne Wahlgren, Director

FORM APPROVED COUNTY COUNSEL
BY: Neal R. Kipnis DATE: 4/13
NEAL R. KIPNIS

Exhibit A

SOFTWARE LICENSE AGREEMENT

This Exhibit A Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and County of Riverside, Public Safety Enterprise Communication System ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

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

Section 3 GRANT OF LICENSE

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

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

Section 4 LIMITATIONS ON USE

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

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

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

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

4.5. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, and books and records directly pertinent to Licensee's use of the Software, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations solely to verify compliance with the Agreement. 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 successful installation 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 as demonstrated by the Licensee 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 or reproducible defect as demonstrated by the Licensee. 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. Motorola shall not, except to the extent and in compliance with the procedures expressly provided for in the Performance Specifications of the PSEC Agreement, insert into the Software or maintain in its possession any code that would have the capability of disabling, impairing or otherwise shutting down all or any portion of the System. Motorola shall not invoke any disabling code that may be included in the System unless so instructed by Licensee personnel at least at the level of the County's Chief Information Officer. Motorola shall also assign or pass-through to the Licensee any manufacturer warranties included in the cost of such Software.

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 or repossession would put the public safety at risk).

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

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

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

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

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

Exhibit B

SUA II STATEMENT OF WORK

STATEMENT OF WORK - EFFECTIVE 1/1/15 TO 12/31/18

ASTRO 25 SYSTEM UPGRADE AGREEMENT II (SUA II)

1.0 Description of Service and Obligations

- 1.1 As major system releases become available, Motorola agrees to provide the system owner with the software, hardware and implementation services required to execute up to one system infrastructure upgrade in a two-year period for their ASTRO 25 system.
- 1.2 The parties agree that the system owner will have, at their option, the choice of upgrading in either Year 1 or Year 2 of the coverage period. To be eligible for the ASTRO 25 System Upgrade Agreement II, the ASTRO 25 system must be at system release 7.7 or later.
- 1.3 Motorola agrees to provide minor software upgrades, known as "patch releases", which may include commercial Operating Software ("OS") and application software patches and service pack updates when and if available. Currently, the parties acknowledge that Motorola's service includes Microsoft Windows and Server OS, Red Hat Linux, Sun Solaris and any Motorola software service packs that may be available. Motorola agrees to provide only patch releases that have been analyzed, pre-tested, and certified in a dedicated ASTRO 25 test lab to ensure that they are compatible and do not interfere with the ASTRO 25 network functionality. Corresponding 3rd Party software and operating system patches will be released quarterly upon successful completion of the regular test cycle or at Motorola's discretion. Once a patch release has been validated as safe for deployment on the radio network, Motorola agrees to post it on a Motorola secure extranet site for the Customer to download and deploy.
 - 1.3.1 The parties agree that minor software upgrades, and patch release coverage, which include commercial OS and application software patches and service pack updates, will terminate should the customers system release version become more than 5 system release versions from the current shipping release version.
- 1.4 The parties agree that ASTRO 25 system release upgrades are considered "major" upgrades if they include commercial OS and application software updates as well as Motorola system release software. System releases shall be pre-tested and certified in Motorola's Systems Integration Test lab. ASTRO 25 system releases shall improve the system functionality and operation from previous releases and may include some minor feature enhancements. At Motorola's option, system releases may also include significant new feature enhancements as optional features. The SUA II does not include coverage for new optional feature software or hardware. Optional features may be offered for purchase.

- 1.5 The parties agree to the Eligible System Release Upgrade Paths available to the system owner as per the system release upgrade chart referenced and incorporated in Appendix A.
- 1.6 Motorola agrees that this Agreement entitles a Customer to past software versions for the purpose of downgrading product software to a compatible release version.
- 1.7 Motorola agrees that the following ASTRO 25 system release software for the following products are covered under this Agreement: base stations, site controllers, comparators, routers, LAN switches, servers, dispatch consoles, NICE IP logging recorder, NICE replay stations (Scenario Replay and Inform Lite), network management terminals, Network Fault Management (NFM) products, network security devices such as firewalls and intrusion detection sensors, and associated peripheral infrastructure software.
- 1.8 Product programming software such as Radio Service Software ("RSS"), Configuration Service Software ("CSS"), and Customer Programming Software ("CPS") are also covered under this Agreement.
- 1.9 The parties agree that the SUA II makes available the subscriber radio software releases that are shipping from the factory during the SUA II coverage period. The parties further agree that new subscriber radio options and features not previously purchased are excluded from SUA II coverage. Additionally, subscriber software installation and reprogramming are excluded from the ASTRO 25 SUA II coverage.
- 1.10 Motorola agrees to provide hardware version updates and/or replacements necessary to upgrade the system to an eligible system release with an equivalent level of functionality up to once in a two-year period. Hardware will be upgraded and/or replaced if required to maintain the existing feature & functionality of the eligible system release. The parties agree that any updates to hardware versions and/or replacement hardware required to support new features or those not specifically required to maintain existing functionality are not included.
- 1.11 Motorola agrees that the following hardware components are eligible for full product replacement when necessary per the eligible system release upgrade and if originally provided by Motorola:
 - 1.11.1 Servers
 - 1.11.2 PC Workstations
 - 1.11.3 Routers
 - 1.11.4 LAN Switches
- 1.12 Motorola agrees that the following hardware components are eligible for board-level replacement when necessary per the eligible system release upgrade. The parties agree that "board-level replacement" is defined as any Field Replaceable Unit ("FRU") for the products listed:
 - 1.12.1 GTR 8000 Base Stations
 - 1.12.2 GCP 8000 Site Controllers
 - 1.12.3 GCM 8000 Comparators

- 1.12.4 MCC 7500 Console Operator Positions
 - 1.12.5 STR 3000 Base Stations
 - 1.12.6 Quantar Base Stations
 - 1.12.7 Centracom Gold Elite Console Operator Interface Electronics
 - 1.12.8 Centracom Gold Elite Central Electronics Banks
 - 1.12.9 Ambassador Electronics Banks
 - 1.12.10 Motorola Gold Elite Gateways
 - 1.12.11 ASTROTAC Comparators
 - 1.12.12 PSC 9600 Site Controllers
 - 1.12.13 PBX Switches for Telephone Interconnect
 - 1.12.14 NFM/NFM XC/MOSCAD RTU
- 1.13 The ASTRO 25 SUA II does not cover all products. Refer to section 2.0 for exclusions and limitations.
- 1.14 Motorola agrees to provide implementation services necessary to upgrade the system to an eligible system release with an equivalent level of functionality up to once in a two-year period. The parties agree that any implementation services that are not directly required to support the system upgrade are not included. The parties further agree that implementation services necessary for system expansions and/or new features or functionality that are implemented concurrent with the system upgrade are not included.
- 1.15 As major system releases become available, Motorola Agrees to provide the following software design and technical resources necessary to complete system release upgrades up to a maximum of one system release upgrade per two-year contract period.:
- 1.15.1 Review infrastructure system audit data as needed.
 - 1.15.2 Identify additional system equipment needed to implement a system release, if applicable.
 - 1.15.3 Complete a proposal defining the system release, equipment requirements, installation plan, and impact to system users.
 - 1.15.4 Advise Customer of probable impact to system users during the actual field upgrade implementation.
 - 1.15.5 Program management support required to perform the system upgrade.
 - 1.15.6 Field installation labor required to perform the system upgrade.
 - 1.15.7 Upgrade operations engineering labor required to perform the system upgrade.
- 1.16 The parties agree that the ASTRO 25 SUA II pricing is based on the system configuration outlined in Appendix B. The parties further agree that this configuration is to be reviewed annually on the contract renewal date. Any change in system configuration may require an ASTRO 25 SUA II price adjustment.

- 1.17 The parties agree and acknowledge that the ASTRO 25 SUA II applies only to system release upgrades within the ASTRO 25 7.x platform.
- 1.18 Motorola agrees to issue the Software Maintenance Agreement ("SMA") bulletin on an annual basis and post it in soft copy on a designated extranet site for Customer access. Standard and optional features for a given ASTRO 25 system release are listed in the SMA bulletin.
- 1.19 The parties agree that all services described in this SOW are available during the Standard Business Day unless otherwise agreed to by Motorola.

1.19.1

- 1.20 The Customer agrees that they shall:

- 1.20.1 Contact Motorola upon receiving the SMA bulletin to engage the appropriate Motorola resources for a system release upgrade.
- 1.20.2 Purchase any additional software and hardware necessary to implement optional system release features or system expansions.
- 1.20.3 Provide or purchase labor to implement optional system release features or system expansions.
- 1.20.4 Provide high-speed internet connectivity at the zone core site(s) for use by Motorola to perform remote upgrades and diagnostics during the upgrade period.
- 1.20.5 Properly store and make available hardware and software required to perform software upgrade services needed for installation of the system release.
- 1.20.6 If the Servicer is required to travel beyond two (2) hours or one hundred twenty (120) miles by vehicle from the prime site to a remote site to deliver this service, the Customer is responsible for incremental travel and expenses incurred.
- 1.20.7 Inform system users of software upgrade plans and scheduled system downtime. Perform appropriate system backups and make them readily available during the installation of the system release.
- 1.20.8 Assist Motorola in the preparation of a Customer Support Plan before system acceptance and provide all information necessary to complete the Customer Support Plan.
- 1.20.9 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide software upgrade services.

2.0 Exclusions and Limitations

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

- 2.2 The parties agree that the ASTRO 25 SUA II does not include hardware replacement for all products. Version updates may be available in some cases, but complete product replacement is not covered for all products.
- 2.3 The parties acknowledge and agree that the ASTRO 25 SUA II does not cover the following products:
- NICE Full Inform
 - MCC5500 Dispatch Consoles
 - MIP5000 Dispatch Consoles
 - Plant/E911 Systems
 - MOTOBRIDGE Solutions
 - ARC 4000 Systems
 - Motorola Public Sector Applications Software (“PSA”)
 - Custom SW, CAD, Records Management Software
 - Data Radio Devices
 - Mobile computing devices such as Laptops
 - Non-Motorola two-way radio subscriber products
 - Genesis Products
 - Point-to-point products such as Microwave terminals and association multiplex equipment
- 2.4 The parties further agree that the ASTRO 25 SUA II does not cover any hardware or software supplied to the system owner by any Motorola business sector other than Motorola Solutions and/or purchased directly from a third party, unless specifically included in this SOW.
- 2.5 The parties agree that the ASTRO 25 system release upgrades include limited security updates issued by Microsoft, Solaris and Red Hat certified with each individual system release.
- 2.6 The parties agree that the ASTRO 25 SUA II does not cover software support for virus attacks or other applications that are not part of the ASTRO 25 system, or unauthorized modifications or other misuse of the covered software. Motorola is not responsible for management of anti-virus or other security applications (such as Norton). Anti-virus and/or security application support may be covered under a separate agreement.
- 2.7 The parties agree that upgrades for equipment add-ons or expansions during the term of the contract are not included in the coverage of this SOW unless otherwise agreed to by Motorola.

3.0 Special provisions

- 3.1 Customer acknowledges that if its System has a Special Product Feature, additional engineering may be required to prevent an installed system release from overwriting the Special Product Feature. Upon request, Motorola will determine whether a Special Product Feature can be incorporated into a system release and whether additional engineering effort is required. If additional engineering is required Motorola will issue a change order for the change in scope and associated increase in the price for the ASTRO 25 SUA II.
- 3.2 Customer acknowledges that they may use the software (including any System Releases) only in accordance with the applicable Software License Agreement. The SUA II Statement of Work is not intended to modify or terminate an existing Software License Agreement. The SUA II or services rendered by Motorola does not alter Motorola's software intellectual property rights.
- 3.3 Customer acknowledges that SUA II services do not include repair or replacement of hardware or software necessary due to defects that are not corrected by the system release, nor does it include repair or replacement of defects resulting from any nonstandard or improper use or conditions or from unauthorized installation of software.
- 3.4 Motorola may suspend or terminate the ASTRO 25 SUA II upon 30 days written notice if the following conditions apply:
 - Customer fails to pay Motorola any fees for the ASTRO 25 SUA II when due
 - Customer materially breaches the Software License Agreement or other applicable agreement
 - Customer's rights to use the software under the Software License Agreement expire or are terminated

4.0 WARRANTIES AND DISCLAIMER:

Motorola warrants that its services will be free of defects in materials and workmanship for a period of ninety (90) days following completion of the service ("Warranty Period"). Your sole remedies are to require Motorola to re-perform the affected service or at Motorola's option to refund, on a pro-rata basis, the service fees paid for the affected service. Product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which this information is provided) are collectively referred to as "Documentation." During the applicable Warranty Period, Motorola warrants that the tested anti-virus definitions, intrusion detection sensor signatures, and operating system security updates/patches do not degrade or compromise System functionality, and that after incorporation of the recommended remediation action the System Software, when used properly and in accordance with the Documentation, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the software. Whether a defect occurs will be determined solely with reference to the Documentation. Motorola does not warrant that Customer's use of the software or products will be uninterrupted or error-free or that the software or the products will meet Customer's particular requirements.

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

Appendix A – ASTRO 25 Eligible System Release Upgrade Paths

Release Date	Platform Release	Available Upgrade Paths	
Oct-05	R7.0	N/A	
Jun-06	R7.1	N/A	
Dec-06	R7.2	7.7	
Mar-07	R7.1.1	N/A	
Dec-07	R7.4	7.7	
Jun-08	R7.5	7.7	
Dec-08	R7.6	7.7	
Jun-09	R7.7	7.9	7.11
Jan-10	R7.8	7.9	
Dec-10	R7.9	7.11	7.13
Aug-11	R7.11	7.13	7.14 (planned)
Mar-12	R7.12	N/A	
Nov-12	R7.13	7.14 (planned)	7.15 (planned)
Nov-13	R7.14 (planned)	7.15 (planned)	7.16 (planned)

The information contained herein is provided for information purposes only and is intended only to outline Motorola's presently anticipated general technology direction. The information in the roadmap is not a commitment or an obligation to deliver any product, product feature or software functionality and Motorola reserves the right to make changes to the content and timing of any product, product feature or software release. Prices for any future product or software included herein will be separately negotiated when and if such product or software becomes available.

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

Appendix B - System Pricing Configuration

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

	2013	2014	2015	2016	2017	2018
Core						
Master Site Configuration	M3	M3	M3	M3	M3	M3
Zones in Operation (Including DSR and Dark Master Sites)	2	2	2	2	2	2
Zone Features: IV&D, OTAR, TDMA, Telephone Interconnect, CNI, HPD, ISSI CSMS, IA, POP25, Text Messaging, Outdoor Location, ...	17	17	17	17	17	17
RF System						
Voice RF Sites & RF Simulcast Sites	91	91	91	91	91	91
Repeaters/Stations (FDMA)	0	0	0	0	0	0
Repeaters/Stations (TDMA)	394	394	394	394	394	394
HPD RF Sites	27	27	27	27	27	27
HPD Stations	27	27	27	27	27	27
Dispatch Console System						
Dispatch Sites	5	5	5	5	5	5
Gold Elite Operator Positions	0	0	0	0	0	0
MCC 7500 Operator Positions (GPIOM)	0	0	0	0	0	0
MCC 7500 Operator Positions (VPM)	35	35	35	35	35	35
Conventional Channel Gateways (CCGW)	45	45	45	45	45	45
Conventional Site Controllers (GCP 8000 Controller)	7	7	7	7	7	7
Logging System						
Number of AIS Servers	2	2	2	2	2	2
Number of Voice Logging Recorder	2	2	2	2	2	2
Number of Logging Replay Clients	5	5	5	5	5	5
Network Management and MOSCAD NFM						
Network Management Clients	6	6	6	6	6	6
MOSCAD NFM Systems	2	2	2	2	2	2
MOSCAD NFM RTUs	79	79	79	79	79	79
MOSCAD NFM Clients	2	2	2	2	2	2
Fire Station Alerting (FSA)						
FSA Systems	0	0	0	0	0	0
FSA RTUs	0	0	0	0	0	0
FSA Clients	0	0	0	0	0	0
Subscribers						
Voice Subscribers non-APX	0	0	0	0	0	0
Voice Subscribers APX	4655	4655	4655	4655	4655	4655
HPD Subscribers	1396	1396	1396	1396	1396	1396

Computing and Networking Hardware (for SUA / SUA II, actual replacement qty may be less than shown)						
Workstations - High Performance	8	8	8	8	8	8
Workstations - Mid Performance	48	48	48	48	48	48
Servers - High Performance	7	7	7	7	7	7
Servers - Mid Performance	12	12	12	12	12	12
LAN Switch - High Performance	6	6	6	6	6	6
LAN Switch - Mid Performance	188	188	188	188	188	188
Routers	191	191	191	191	191	191
Training						
# of onsite, instructor-led, 3-day training sessions	0	0	0	0	0	0

Appendix C

Security Update Service Statement of Work

Statement of Work Security Update Service (SUS)

1.0 Definitions

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

- 1.1.1 Non-Motorola Software: Software whose copyright is owned by a party other than Motorola or its affiliated company, including but not limited to the anti-virus definitions, operating system software patches and signature files that will be pre-tested pursuant to this Statement of Work.
- 1.1.2 System: The currently shipping Motorola ASTRO 25 System Release and up to 5 releases prior.
- 1.1.3 Supported Release: Security Update Service is available on the currently shipping Motorola ASTRO 25 System Release and up to 5 releases prior. If a customer is on a System Release outside of the N-5 release schedule, then they cannot purchase this service.

2.0 Description of Services

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

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

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

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

NOTICE: If a customer wants anti-virus and IDS updates automatically deployed onto their network, then they must purchase the Security Monitoring service. Otherwise, customers may download the updates from the secure extranet site and manually deploy them onto their network. Motorola will perform testing only on standard configurations certified by Motorola System Integration Testing (SIT) and Motorola supplied equipment/software prior to making an update available to Customers.

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

Exhibit C

PRICING AND PAYMENT

4 Year Software Upgrade Agreement II (SUA II) - \$4,878,000.00

System Upgrade Pricing Detail

Fiscal Year	Product	SMA- Software Only	Hardware Refresh Option	Labor Install Option	Total SUA II Annual Payment
2014	Details defined in Amendment 9				
2015	SUA II/SUS	\$645,000	\$359,700	\$214,800	\$1,219,500
2016	SUA II/SUS	\$645,000	\$353,500	\$221,000	\$1,219,500
2017	SUA II/SUS	\$645,000	\$347,000	\$227,000	\$1,219,000
2018	SUA II/SUS	\$645,000	\$340,400	\$234,100	\$1,219,000
Total			\$4,878,000		

1) Annual Payments will be invoiced at commencement of period. Net 30.

*2) Pricing above does not include Sales Tax. Sales tax for software and hardware will be added to the SUAs annual invoice.

3) if Contract is terminated after a major upgrade has been delivered in the first year of the two year SUA II cycle, then the customer is responsible for full payment of year 1 SUA II and 50% of 2nd year SUA II 2.

Note: Tax statutes, rates and application guidelines are subject to change. Customer is responsible for all Sales tax due in the period of invoiced.

Estimated Sales Tax	2015	2016	2017	2018	Total
Not currently Taxable Software for SMA to be delivered online Not Currently Taxable	\$214,800	\$221,000	\$227,500	\$234,100	\$897,400
Current Taxable Invoices as Combined Solution Only Software Delivered on Hardware Taxable	\$645,000	645,000	645,000	645,000	\$2,580,000
Hardware Refresh-Taxable	\$359,700	\$353,500	\$347,000	\$340,400	\$1,400,600
Total Taxable Amount	\$1,004,700	\$998,500	\$992,000	\$985,400	\$3,980,600
Tax Rate	8.00%	8.00%	8.00%	8.00%	
Estimated Sales Tax Amount	\$80,376	\$79,880	\$79,360	\$78,832	\$318,448

Signed (4) four year SUA II Agreement due prior to December 18th, 2013 (effective 1/1/2015 to 12/31/2018)

Security Update Service (SUS) is included in pricing stated above.

The County's obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of County funding from which payment can be made. In the event that such funds are not forthcoming for any reason, County shall immediately notify CONTRACTOR in writing and this Agreement shall be terminated.

County of Riverside

Motorola – System Maintenance Agreement

Attachment – 2

AGREEMENT BETWEEN COUNTY OF RIVERSIDE
AND MOTOROLA SOLUTIONS, INC.
(PSEC SYSTEM MAINTENANCE SERVICES)

This Agreement is made and entered into the 1 day of January, 2014 by and between the County of Riverside ("COUNTY") and Motorola Solutions, Inc. ("MOTOROLA"). The parties agree as follows:

1. Documents Made Part of This Agreement

This Agreement is comprised of the following documents:

- (a) This Agreement;
- (b) Exhibit A: **Customer Quotation**
- (c) Exhibit B: **Motorola Statement of Work**
- (d) Exhibit C: **Motorola Service General Terms and Conditions**

All of these documents are attached to and incorporated into this Agreement.

2. Services To Be Provided

The details of the work to be done by MOTOROLA is stated in Exhibit B and is generally described as follows: **Motorola will provide Field Support for the Astro 25 system. The support includes responding to system alarms, system outages, and trouble calls. Motorola will perform the work necessary to resolve and repair system related issues. Motorola will also provide a Technical Consultant who is the liaison between Motorola and the County.**

3. Term of Agreement

This Agreement shall continue in effect from January 1, 2014 through March 31, 2014. COUNTY may terminate this Agreement without cause upon 30 days written notice to MOTOROLA.

4. Compensation

MOTOROLA shall be paid as stated in Exhibit A. The total payment to MOTOROLA under this Agreement shall not exceed **\$265,101**. Unless otherwise stated, MOTOROLA shall be solely responsible for all of its costs or expenses related in any way to performance of MOTOROLA's obligations under this Agreement. MOTOROLA shall be paid by COUNTY only after submittal of invoices to Dan P. Nila at the Riverside County Information Technology (RCIT), Critical Communication Solutions Division (COM). Unless otherwise stated, MOTOROLA shall submit invoices (with supporting documentation as required by COUNTY) on a monthly basis after services have been performed.

5. Changes to Agreement or Additional Services

This Agreement may be changed or modified only pursuant to a written document signed by the authorized representatives of both parties. Prior to the provision of any services beyond those stated in this Agreement, MOTOROLA will provide written notice to COUNTY that services beyond those stated in this Agreement will be required. MOTOROLA and COUNTY will then agree upon a written amendment to this Agreement which fully describes the additional services and any additional payment to be made by COUNTY. CONTRACTOR shall not receive payment for additional services without such prior written notice to COUNTY and the required amendment.

6. Administration/Contract Liaison

The following person shall administer this Agreement on behalf of the COUNTY:

RCIT Purchasing

7. Notices

All notices required or contemplated by this Agreement shall be delivered to the parties at the addresses set forth below:

Motorola Solutions, Inc.
Wayne Wahlgren, Director
6450 Sequence Drive
San Diego, CA 92121

County of Riverside
RCIT, Communication Solutions Division Director
7195 Alessandro Bl.
Riverside, CA 92506

COUNTY OF RIVERSIDE

By: _____
Chairman, Board of Supervisors

Dated: _____

MOTOROLA SOLUTIONS, INC.

By: _____
Wayne Wahlgren, Director

Dated: _____

FOR APPROVED COUNTY COUNSEL
BY: *Neal R. Kipnis* DATE: 12/5/13

County of Riverside

Motorola – System Maintenance Customer Quote

Exhibit A

Customer Quotation

Gil Smith
 Customer Support Manager
 6450 Sequence Drive
 San Diego, Ca. 92121
 c13429@motorolasolutions.com

Pre-Sale v2.11
 Astro 7.X
 909-466-7904 Phone
 909-945-5509 Fax

TO: Dan Nila, PMP Information Technology Officer Riverside County PSEC Maintenance 7195 Alessandro Blvd. Riverside, CA 92506 951-955-0563 951-955-0603	
Phone	
Fax	

GRAND TOTAL	\$265,101.00
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Thank you for your inquiry dated: **06-Dec-13**

SERVICES DESCRIPTION	1 Month	
Riverside County PSEC Field Support Maintenance Agreement:		
Technical Consultant Service (customer location)	\$18,750.00	\$56,250.00
On-Site Response Service	\$69,617.00	\$208,851.00
*This is a one time special pricing quotation for Field Support Services effective 1/1/14 through 3/31/14 (3 months).	Subtotal	\$88,367.00
		\$265,101.00
	Grand Total - One-time Event Services*	\$88,367.00
		\$265,101.00

We will be happy to supply any further information you may need and trust that you will call on us to fill your order, which will receive our prompt and careful attention.

Gil Smith

 Customer Support Manager

12/06/13

 Date

County of Riverside

Motorola – System Maintenance Statement of Work

Exhibit B

Technical Consultant Services - Overview - Effective 1/1/2014 to 3/31/2014)

The role of the VENDOR Technical Consultant is to lead the team of dedicated technical resources assigned to work on the PSEC system. In addition, the VENDOR Technical Consultant will provide invaluable assistance to the County in terms of evaluating system performance, and acquainting the County's technical resources with the new system.

Description of Services

Technical Consultant provides for a VENDOR technical resource dedicated entirely to the County communications system. The Technical Consultant will be the most comprehensive source of contact and communication for all of the County technical issues. This individual will oversee, manage, and coordinate the execution of maintenance issues and will serve as a defined point of contact for issue resolution, issue escalation and monitoring of the system's technical performance.

The Technical Consultant services described in this Statement of Work (SOW) can be customized to meet the needs of the County system. This means that the scope of work and method of delivery are unique to County. While the Technical Consultant does require technical competence, this individual is not responsible for "hands on" technical execution of the programming of radios and the maintenance of radios. The Technical Consultant will provide the tasks described, and agreed to as part of the services of this SOW.

The VENDOR Technical Consultant will be Infrastructure focused and will work directly as directed by the County with the representatives chosen by each of the County agencies as a point of contact for interaction with all VENDOR agents and third party subcontractors. The Technical Consultant is ultimately responsible for and may perform or coordinate the following duties/functions during the Contract period:

- ❖ Assist in coordinating service activities and ensure compliance of system service provided under contract. The Technical Consultant will:
 1. Support and manage the maintenance processes defined in the applicable Maintenance Statements of Work (SOW) contained in the maintenance contract.
 2. Document action items assigned by the County pertaining to the maintenance and management of the System.
 3. Determine the appropriate course of action when a system anomaly or problem that affects the normal operation of the System is reported or detected.
 4. Inform the County contact of the progress and an estimated period for issue resolution.
 5. Remain involved until the issue is resolved and the County points of contact have been notified of the outcome.
 6. Have integral knowledge of the County's System and coordinate and schedule the maintenance activities of the Motorola Field Service Organization (FSO) and Motorola Service Shop (MSS) technicians who may be responsible for any maintenance activities.

- ❖ Database Management.

- ❖ Oversee site maintenance and cleaning requirements

- ❖ Oversee Infrastructure preventive maintenance activities

- ❖ Manage Infrastructure emergency repair efforts and escalation procedures

- ❖ Ensure accurate record maintenance and service history statistics

- ❖ Review service information and quality reports generated by the system service database

- ❖ Consult with the County on request in the County's development and implementation of Standard Operating Procedures which covers the policies and procedures associated with the utilization of the System
- ❖ Conduct regular meetings (scheduled by the County or Motorola) with County officials and User Groups to review system and service support performance and address technology and operations issues that surface. The Technical Consultant will:
 1. Keep designated County points of contact informed of any changing or new system needs and address any questions or concerns County points of contact may have about their system. The meeting will also give the Technical Consultant an opportunity to inform County points of contact of any changes to their system or its operation.
- ❖ Provide the Support Team with updated service information, training and engineering assistance and computer resources.
- ❖ Direct the effort required by VENDOR resources to evaluate, incorporate and update all system training content and materials as required by new applications and as departments are added
- ❖ Guide the effort required by VENDOR resources to evaluate, monitor, and assist in license management to ensure Riverside County has frequency resources available to meet current and long term requirements
- ❖ Notify appropriate personnel for complex system issues
- ❖ Provide system activity, performance, and quality reports from the systems service databases as applicable for the system.
- ❖ Evaluate all available system Software / Hardware upgrades and make recommendations to the County.

- ❖ Oversee the implementation of all system upgrades performed by VENDOR to insure total continuity and minimal system impact.

- ❖ Maintain and Coordinate Action Plans for System Software and Radio Programming. The Technical Consultant will:

Review all VENDOR software, hardware, and firmware upgrade announcements and programming templates for their applicability to County usage. If it is determined that the upgrade or the programming template can enhance or expand the operation or performance of the County system, the Technical Consultant will bring the upgrade to the attention of the appropriate County points of contact. With County consent, the Technical Consultant will request the appropriate VENDOR staff to prepare price estimates for upgrades and outline their benefits.

❖ Technology Planning and System Utilization. The Technical Consultant will:

1. Keep abreast of developments in VENDOR technology and evaluate the developments for applicability to the County and System users.
2. Periodically meet with the County points of contact to discuss the developments pertinent to County.
3. Participate to facilitate the test plan, verify procedures, and document results for County if any product reviews or tests occur.
4. Evaluate the current state of operations, equipment capabilities, System usage and changes under consideration.
5. Facilitate the adoption of revised support service processes.
6. Provide input requested by the County for them to respond to community, political, and strategic impact decisions.
7. Facilitate joint strategic and operational planning sessions annually between the County and VENDOR staff.
8. If any upgrades or modifications to the system's functionality, performance, or equipment hardware or software version are outside the scope of this proposed System Technical Consultant SOW, then with County consent, the Technical Consultant will request the appropriate VENDOR staff to prepare price estimates for upgrades and outline their benefits.

Onsite Infrastructure Response - Effective 1/1/2014 – 3/31/2014

Customer Shadowing (when customer techs are available)

1.0 Description of Services

The Motorola System Support Center (SSC) will receive the County request for service and dispatch a Servicer. For Mesh system a Servicer will be dispatched only to the central site where the Mobile Integrated System Controller (MISC) is located. The Servicer will respond to the County location based on pre-defined Severity Levels set forth in the Severity Definitions Table and Response times set forth in the Response Time Table in order to Restore the System.

VENDOR will provide Case management as set forth herein. The SSC will maintain contact with the on-site Servicer until System Restoral and Case is closed. The SSC will Continuously track and manage Cases from creation to close through an automated Case tracking process. This Case management allows for VENDOR to provide Case activity reports.

2.0 VENDOR has the following responsibilities:

- 2.1 Continuously receive service requests.
- 2.2 Create a Case as necessary when service requests are received. Gather information to perform the following:
 - 2.2.1 Characterize the issue.
 - 2.2.2 Determine a plan of action.
 - 2.2.3 Assign and track the Case to resolution.
- 2.3 Dispatch a Servicer as required by VENDOR standard procedures and provide necessary Case information collected in 2.2.
- 2.4 Ensure the required personnel have access to County information as needed.
- 2.5 Servicer will perform the following on-site:
 - 2.5.1 Run diagnostics on the Infrastructure or FRU.

- 2.5.2 Replace defective Infrastructure or FRU, as applicable. The County, Servicer or VENDOR may provide Infrastructure or FRU.
- 2.5.3 Provide materials, tools, documentation, physical planning manuals, diagnostic/test equipment and any other requirements necessary to perform the Maintenance service.
- 2.5.4 If a third party Vendor is needed to Restore the System, the Servicer may accompany that Vendor onto the County's premises.
- 2.6 Verify with the County that Restoration is complete or System is functional, if required by the County's repair Verification in the Customer Support Plan required by section 3.2. If Verification by the County cannot be completed within 20 minutes of Restoration, the Case will be closed and the Servicer will be released.
- 2.7 Escalate the Case to the appropriate party upon expiration of a Response time.
- 2.8 Close the Case upon receiving notification from the County or Servicer, indicating the Case is resolved.
- 2.9 Notify the County of Case Status as defined required by the Customer Support Plan:
 - 2.9.1 Open and closed; or
 - 2.9.2 Open, assigned to the Servicer, arrival of the Servicer on-site, deferred or delayed, closed.
- 2.10 Provide Case activity reports to the County.
- 3.0 The County has the following responsibilities:
 - 3.1 Contact VENDOR, as necessary, to request service Continuously.
 - 3.2 Provide VENDOR with pre-defined the County information and preferences prior to Start Date necessary to complete Customer Support Plan.
 - 3.2.1 Case notification preferences and procedure.
 - 3.2.2 Repair Verification preference and procedure.
 - 3.2.3 Database and escalation procedure forms.

- 3.2.4 Submit changes in any information supplied in the Customer Support Plan to the VENDOR's Customer Support Manager.
- 3.3 Provide the following information when initiating a service request:
 - 3.3.1 Assigned System ID number.
 - 3.3.2 Problem description and site location.
 - 3.3.3 Other pertinent information requested by VENDOR to open a Case.
- 3.4 Allow Servicers access to Equipment.
- 3.5 Supply Infrastructure or FRU, as applicable, in order for VENDOR to Restore the System as set forth in paragraph 2.5.2.
- 3.6 Maintain and store in an easily accessible location any and all Software needed to Restore the System.
- 3.7 Maintain and store in an easily accessible location proper System backups.
- 3.8 For E911 systems, test the secondary/backup 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.
- 3.9 Verify with the SSC that Restoration is complete or System is functional, if required by Repair Verification preference provided by the County in accordance with section 3.2.
- 3.10 Cooperate with VENDOR and perform all acts that are reasonable or necessary to enable VENDOR to provide these services.

Severity Definitions Table

Severity Level	Problem Types
Severity 1	<ul style="list-style-type: none"> ▪ Response is provided Continuously ▪ Major System failure ▪ 33% of System down ▪ 33% of Site channels down ▪ Site Environment alarms (smoke, access, temp, AC power). ▪ This level is meant to represent a major issue that results in an unusable system, sub-system, Product, or critical features from the County's perspective. No Work-around or immediate solution is available.
Severity 2	<ul style="list-style-type: none"> ▪ Response during Standard Business Day ▪ Significant System Impairment not to exceed 33% of system down ▪ System problems presently being monitored ▪ This level is meant to represent a moderate issue that limits the County's normal use of the system, sub-system, product, or major non-critical features from the County's perspective

Severity 3	<ul style="list-style-type: none"> ▪ Response during Standard Business Day ▪ Intermittent system issues ▪ Information questions ▪ Upgrades/Preventative maintenance ▪ This level is meant to represent a minor issue that does not preclude use of the system, sub-system, product, or critical features from the County's perspective. It may also represent a cosmetic issue, including documentation errors, general usage questions, recommendations for product enhancements or modifications, and scheduled events such as preventative maintenance or product/system upgrades.
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Response Times Table (The County's Response Time Classification is designated in the Service Agreement)

Severity Level	Regular Response Time	N/A	N/A
Severity 1	Within 4 hours from receipt of Notification Continuously	N/A	N/A
Severity 2	Within 4 hours from receipt of Notification Standard Business Day	N/A	N/A

Severity 3	Within 24 hours from receipt of Notification Standard Business Day Monday through Friday, 8 am to 5 pm (not including weekends).	N/A	N/A
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County of Riverside

Motorola – General Terms and Conditions

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

2.8. "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.

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

2.10. "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, 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 transmission medium.

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 (30) 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 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 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 subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. 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.

County of Riverside

Motorola – Site Maintenance Agreement

Attachment – 3

**AGREEMENT BETWEEN COUNTY OF RIVERSIDE
AND MOTOROLA SOLUTIONS, INC.
PSEC SITE MAINTENANCE SERVICES**

This Agreement is made and entered into the 1 day of October, 2013 by and between the County of Riverside ("COUNTY") and Motorola Solutions, Inc. ("MOTOROLA"). The parties agree as follows:

1. Documents Made Part of This Agreement

This Agreement is comprised of the following documents:

- (a) This Agreement;
- (b) Exhibit A: **Customer Quotation**
- (c) Exhibit B: **PSEC Site Maintenance Statement of Work**
- (d) Exhibit C: **Motorola Service General Terms and Conditions**

All of these documents are attached to and incorporated into this Agreement.

2. Services To Be Provided

The details of the work to be done by MOTOROLA is stated in Exhibit B and is generally described as follows:

- A. **PSEC Site Maintenance – Quarterly**
- B. **Standby Generator Preventive Maintenance - Quarterly**
- C. **Dual Diesel Preventive Maintenance – Monthly**
- D. **HVAC Preventive Maintenance – One Round**
- E. **Respond to site outages**

3. Term of Agreement

This Agreement shall continue in effect until October 1, 2013 through December 31, 2013. COUNTY may terminate this Agreement without cause upon 30 days written notice to MOTOROLA.

4. Compensation

MOTOROLA shall be paid as stated in Exhibit A. The total payment to MOTOROLA under this Agreement shall not exceed **\$290,103**. Unless otherwise stated, MOTOROLA shall be solely responsible for all of its costs or expenses related in any way to performance of MOTOROLA's obligations under this Agreement. MOTOROLA shall be paid by COUNTY only after submittal of invoices to Dan P. Nila at the Riverside County Information Technology (RCIT), Critical Communication Solutions Division (COM). Unless otherwise stated, MOTOROLA shall submit invoices (with supporting documentation as required by COUNTY) on a monthly basis after services have been performed.

5. Changes to Agreement or Additional Services

This Agreement may be changed or modified only pursuant to a written document signed by the authorized representatives of both parties. Prior to the provision of any services beyond those stated in this Agreement, MOTOROLA will provide written notice to COUNTY that services beyond those stated in this Agreement will be required. MOTOROLA and COUNTY will then agree upon a written amendment to this Agreement which fully describes the additional services and any additional payment to be made by COUNTY. CONTRACTOR shall not receive payment for additional services without such prior written notice to COUNTY and the required amendment.

6. Administration/Contract Liaison

The following person shall administer this Agreement on behalf of the COUNTY:
RCIT Purchasing.

7. Notices

All notices required or contemplated by this Agreement shall be delivered to the parties at the addresses set forth below:

Motorola Solutions, Inc.

Wayne Wahlgren, Director
6450 Sequence Drive
San Diego, CA 92121

County of Riverside
RCIT, Communication Solutions Division Director
7195 Alessandro Bl.
Riverside, CA 92506

COUNTY OF RIVERSIDE

By: _____
Chairman, Board of Supervisors

Dated: _____

MOTOROLA SOLUTIONS, INC.

By: _____
Name and title: Wayne Wahlgren, Director

Dated: _____

FORM APPROVED COUNTY COUNSEL
BY: *Neal R. Kipnis* DATE: 12/15/13

County of Riverside

Motorola – Site Maintenance Customer Quote

Exhibit A

Customer Quotation



Gil Smith
 Customer Support Manager
 6450 Sequence Drive
 San Diego, Ca. 92121
 c13429@motorolasolutions.com

Pre-Sale v2.11
 Astro 7.X
 909-466-7904 Phone
 909-945-5509 Fax

TO:
 Dan Nila, PMP
 Information Technology Officer
 Riverside County PSEC Maintenance
 7195 Alessandro Blvd.
 Riverside, CA 92506
 951-955-0563
 951-955-0603

Phone
 Fax

GRAND TOTAL | \$290,103.37

Thank you for your inquiry dated: 06-Dec-13

SERVICES DESCRIPTION	1 Month	Extended
Riverside County PSEC Site Maintenance PM:		
PSEC Site Maintenance and Proventative Maintenance*		
Site support through system implementation October 1, 2013 – December 31, 2013		
October 1, 2013 - October 31, 2013: Services requested that have been delivered.	\$88,367.79	\$88,367.79
November 1, 2013 - November 30, 2013: Services requested that have been delivered.	\$88,367.79	\$88,367.79
December 1, 2013 - December 31, 2013: Services requested that are currently being delivered.	\$88,367.79	\$88,367.79
3 Months - 10/1/2013 - 12/31/2013; Site Maintenance Services (outlined above)	\$88,367.79	\$265,103.37
Open Parts Inventory**	\$25,000.00	\$25,000.00
<small>*Site Maintenance Services effective 10/01/13 through 12/31/13 (3 months) totalling \$265,103.37. See attached Statement of Work for details of services. **Open Parts Inventory supplied to customer under this agreement while doing PM's in the amount of \$25,000.00. Total to be invoiced to Riverside County is \$290,103.37</small>		
Subtotal: 3 Month Site Maintenance		\$265,103.37
Subtotal: Open Parts Inventory		\$25,000.00
Grand Total		\$290,103.37

We will be happy to supply any further information you may need and trust that you will call on us to fill your order, which will receive our prompt and careful attention.

Gil Smith
 Customer Support Manager

12/06/13
 Date

County of Riverside

Motorola – Site Maintenance

Statement of Work

Exhibit B

PSEC Site Maintenance and Preventative Maintenance Statement of Work (SOW)

The following statement of work pertains to MSB sites and existing sites that received new buildings, generators, or air conditioners as part of the PSEC project. UPS System preventive maintenance is not included in this SOW because the next round of preventive maintenance is not due until April of 2014.

The effective dates for this SOW are October 1, 2013 – December 31, 2013.

1. PSEC Site Maintenance (Quarterly):

All additional work or materials will be billable at time and material if not part of the outlined PM (See the Time and Material section below).

- Complete weed abatement inside of fence line
- Spray and treat problem areas after brush removal
- Complete weed abatement outside of fence line approx. 24" around perimeter
- Remove air conditioning filters - clean or change depending on condition
- Clean air conditioning units around draw and exhaust after filter clean/change
- Vacuum site floor and walls to be free of all debris, spider webs, dust, trash
- Wet mop site floor and remove all stains or marks
- Clean out and reload rodent traps placed around site exterior
- Check propane level and record
- Check diesel fuel level and record
- Check electrical panels for alarms or notifications and record
- Check generator room and clean floors and walls to be free of all debris, spider webs, dust, and trash
- Do complete and general site inspection
- Inspect all doors, locks, fencing, gates, grounding, tower, antennas, dishes, feed lines, entry boots, ground kits, transfer switch, record and report any site abnormality, vandalism, graffiti, physical damage
- Photograph and create documentation for report. Present to service department for documentation
- Verify all site signage is present and legible

2. Standby Generator Preventive Maintenance (Quarterly):

Below are the PM procedures for the Propane/Diesel Standby Generators at the remote and hilltop sites. The standby propane/diesel generators are under warranty and any parts or repairs outside of the PM will be covered by the warranty (refer to the standby propane/diesel generator warranty for parts/repair coverage details). Any work or materials that are not covered under the warranty will be billable by time and material (see the Time and Material section below). The Level 2 service will be performed during the first quarter and the Level 1 service will be performed during the second quarter.

2.1 Level 1 Generac Service is recommended at least semi-annually and will include:

- Check and inspect overall condition of equipment (Check for leaks and debris inside enclosures)

- Check and inspect overall condition of cooling system including V-Belts, Hoses and hose clamps
- Check and inspect overall condition of Air Intake and Exhaust System
- Check and inspect Lubrication System & Fluid Levels (add oil if required)
- Check and inspect overall condition of Fuel System piping and flex fuel lines (check Day tank if so equipped)
- Check and inspect overall condition of Batteries - recording specific gravity (add water to battery if required)
- Check and inspect overall condition of Starting System including cables and connections
- Check and inspect overall condition of Block Heaters and Battery Charger
- Check control Panel and Junction boxes for loose wires and connections
- Start and run unit, check operation of Engine and Generator
- Check Engine safety controls for proper function
- Check Automatic Transfer Switches for proper calibration/operation

2.2 Level 2 Generac Service is recommended annually and will include all items in Level 1 Generac Service plus the following:

- Air Intake and Exhaust System (check and clean air filter, inspect turbocharger)
- Fuel System replace diesel fuel filter)
- Lubrication Oil System (replace engine oil and oil filters, take oil sample and clean crank case breather)
- Control Panel (check panel lights, fuses controls and gauges)
- Generator (lube generator bearing if required)
- Ignition system (Gas Engines Only) (clean & gap spark plugs, check wires, check AFRC for proper operation)
- CA oil recycling fee
- Oil sample taken for laboratory analysis

3. Dual Diesel Preventive Maintenance (Monthly):

All generator PM services in section 2 will be done as needed. Maintenance on dual diesel generator sites includes servicing the fuel filters, air filters and oil filters on a monthly basis.. Dual Diesel Generators are out of warranty and any work or materials needed will be done on a time and material basis (See the Time and Material section below).

4. HVAC Preventive Maintenance (One Round):

Below are the Preventative Maintenance procedures for the HVAC Systems at the remote sites. All additional work or materials will be billable if not part of the outlined PM (See the Time and Material section below).

4.1 THERMOSTATS

- Replace thermostats at 46 sites with the new model thermostat that clears lockout alarms automatically
- Remove cover and remove all foreign particles

- Clean thermostat cover
- Check set point of control
- Check throttling range and reset
- Calibrate as necessary
- Check all pilot bleed ports
- Check general condition
- Check electrical connections

4.2 CONTROL VALVES

- Clean stems
- Check packing for leaks
- Lubricate packing as required
- Check for proper seating
- Check for proper shut-off
- Check operator diaphragm (pneumatic)

4.3 RELAYS

- Energize relay to insure operation
- Inspect contacts and clean if required
- Replace if necessary

4.4 DAMPERS

- Lubricate dampers
- Check for proper travel and close off, adjust as required
- Tighten linkage and ball joints
- Check operator bellows

4.5 REFRIGERATION COMPRESSOR

- Check oil level and condition of oil
- Check for oil leaks
- Check refrigerant charge condition through sight glass
- Check condition and alignment of compressor drive
- Check for unusual noise or vibration
- Check for refrigeration compressor and refrigeration piping leaks
- Check operation of safety and capacity controls for proper operation, including high and low pressure cut-outs
- Check compressor mounting
- Check condition of refrigeration insulation
- Lubricate per manufacture's recommendation
- Perform annual inspection with authorization (if applicable):
- Remove head(s) and service valves (inspect, repair, replace as needed)
- Inspect cylinders for wear and scoring

- Change oil, clean crankcase, strainer and oil filters
- Perform start-up procedure per manufacturer's recommendation
- Perform efficiency test and record results
- Check operation pressure of system

4.6 EXPANSION VALVE

- Check all valves for evidence of sticking.
- Check expansion valve bulb to see that it has good contact with suction line.
- Check operation of all solenoid valves.
- Check the seats of all valves for erosion.
- Check TXV adjustments for superheat and packing for leak

4.7 EVAPORATOR

- Check and clean tubes or fins as required
- Check for rust and scale
- Blow out coils with CO2

4.8 AIR HANDLERS

- Check blower mounting and tighten if necessary
- Check shaft alignment to motor
- Check blower pulley for security to shaft
- Check blower belt for condition and tension (adjust or replace)
- Check blower rotation
- Oil or grease blower bearing
- Check blower scroll for dirt and clean
- Check housing for rust and repair as necessary
- Clean coil faces

4.9 ELECTRIC MOTORS

- Perform condenser fan motor upgrade at Hidden Valley and Quail Mesa (includes upgraded motor in both air conditioners, fan blades and mounts/mounting hardware)
- Check motor mounting and tighten if necessary
- Check motor pulley for security, alignment and tighten if necessary
- Check bearing wear
- Check wiring and conduit (from motor to starter) for condition
- Check rotation of motor
- Check motor for excessive heat and noise
- Check air passages and winding
- Check starter and contacts
- Oil or grease motor bearings(s) as required
- Measure current draw and record

4.10 AIR COOLED CONDENSER

- Check fan for alignment, balance and security to shaft
- Check fan for corrosion and wear
- Check fan wheel and clean dirt accumulation
- Check and tighten fan mounting bolts
- Check condition of dome couplings and belts (semi-annual)
- Lubricate fan bearings and check for end play, excessive bearing temperature and unusual bearing wear
- Clean coil finned surfaces
- Check coil for damage or leaks
- Straighten bent fins
- Check pipe clamps for security and vibration
- Check frame for damage, rust and corrosion
- Lubricate motor bearings
- Examine motor mount resiliency
- Tighten all electrical connections
- Inspect motor starter coils and contacts

4.11 AIR FILTERS

- Change filters when the pressure drop across the filters exceeds the recommended allowable pressure drop. The media used for replacement shall be equal to or shall exceed the efficiency rating of the original equipment.

4.12 Evaporative Cooler

- Visual inspection of system operation
- Check system for non-condensable
- Check filter pads and clean them thoroughly with water hose
- Clean all the waterways thoroughly including the sump and bleed-off systems
- Refit the filter pads, close the drain valves and open water inlet valves to allow the units to fill them with fresh water
- Check water bleed rate of evaporative cooler
- Remove all the sediments and slimes from the basin with a brush
- Check all belts and motors for cracking

4.13 EXHAUST FANS

1. Remove cover and inspect pulley
2. Check belt and make adjustments
3. Check blower rotation
4. Check blower scroll for dirt and clean if needed
5. Check motor for excessive heat and noise

5. Time and Material

Any required work and/or materials outside of the preventive maintenance detailed in each section above will be billable at time and material rates. Motorola recommends a blanket purchase order be created in the amount of \$100,000 to cover time and material work. Repairs can be seriously delayed without the recommended Blanket PO to cover above contract parts/repairs needed.

- Additional work including but not limited to: diesel generator repairs and propane generator repairs (not covered under the warranty), fuel tanks and associated plumbing and piping repairs, HVAC and vent repairs, UPS repairs, replacement of UPS batteries and UPS power modules. Repairs to buildings or equipment shelters, doors, replacement of room lighting, emergency exit sign lighting and batteries. Certifying or recharging of fire extinguishers, replenishment of first aid kits, replenishment or replacement of Eye Wash stations, towers, tower lighting, cable bridges, shields and entry ports and investigation of failures (i.e. HVAC alarms, Generator alarms, UPS issues, and site issues) will be billable at time and material.

- Time and Material Labor and Travel Time Rates:
 1. 8:00 am to 4:30 pm, Mon-Fri, except holidays; \$187.50 per hour
 2. After 4:30 pm, Mon-Fri and Saturdays; \$281.25 per hour
 3. Sundays and Holidays; \$375.00 per hour
 4. Travel Time is charged port to port at applicable rate.

Note: Replacement/Temporary Generators or HVAC units will not be provided as part of this Statement of Work.

6. Estimated Labor Hours for Common Repairs

The labor hours listed below for common repairs are only estimates. Travel time is not included in the hours listed. The hours may be more or less depending on the circumstances.

- Air Conditioner Estimated Labor Hours
 - Compressor replacement = 8 Hours
 - Condenser Fan Motor = 4 Hours
 - Freon Leak Check = 7 Hours

- Prime Power Diesel Generator Estimated Labor Hours
 - Water pump with Front Seal Replacement 6 Hours
 - Radiator Replacement 6 Hours
 - Alternator & Belt Replacement 2.0 Hours

- H-100 Control Panel Replacement 1.0 Hour
- Rear Engine Oil Seal Replacement (includes separating generator and engine to get to the seal) 2 TECH's 12.0 Hours
- Idler Pulley & Belt Replacement 2.0 Hours
- Fan Hub & Belt Replacement 4.5 – 9.0 Hours (Depends on generator configuration)
- Turbo Charger Replacement 2.0 Hours
- Engine ECM Replacement 1.0 Hour
- Fan Hub, Radiator, Charge Air Cooler, Water Pump, Front Seal Replacement, Coolant Hoses Replacement 9.0 Hours
- Fan Hub, Radiator, Charge Air Cooler, Water Pump, Front Seal Replacement, Coolant Hoses Replacement Sub-base Fuel Tank Models require 2 Technicians 18.0 Hours

County of Riverside

Motorola – General Terms and Conditions

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

2.11. "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.

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

2.13. "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, 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

5.3. 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.

5.4. 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 transmission medium.

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 (30) 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 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 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 subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. 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.