

DEPARTMENT OF PUBLIC WORKS

P. O. Box 4186, San Rafael, CA 94913-4186 • 415/499-6528 • FAX 415/499-3799 • TTY 415/473-3232

COUNTY OF MARIN

www.co.marin.ca.us/pw

ADMINISTRATION

499-6528

ACCOUNTING

499-7877 • FAX 507-2899

AIRPORT

451-A AIRPORT ROAD
NOVATO, CA 94945
897-1754 • FAX 897-1264

BUILDING MAINTENANCE

499-6576 • FAX 499-3250

CAPITAL PROJECTS

499-7877 • FAX 499-3724

COMMUNICATION

MAINTENANCE

499-7313 • FAX 499-3738

DISABILITY ACCESS

499-6528

CALIFORNIA RELAY SERVICE 711

ENGINEERING & SURVEY

499-7877 • FAX 499-3724

FLOOD CONTROL DISTRICT

499-6528

COUNTY GARAGE

499-7380 • FAX 499-7190

LAND DEVELOPMENT

499-6549

PRINTING

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ROAD MAINTENANCE

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STORMWATER PROGRAM

499-6528

TRANSPORTATION

PLANNING & TRAFFIC

OPERATIONS

499-6528

WASTE MANAGEMENT

499-6647 • FAX 446-7373

ALL AREA CODES ARE 415

Farhad Mansourian, RCE

Director

September 30, 2009

MERA Board of Directors
MERA Executive Committee
Novato Fire Protection District
95 Rowland Way
Novato, CA 94945

Re: Authorize the President to execute the new channel expansion contract and to finalize the original MERA Trunk System contract.

Dear Board and Executive Committee Members:

You previously authorized the purchase of 5 frequencies which have now been purchased and licensed by the FCC.

You further authorized that we negotiate with Motorola for the purchase of the required equipment to implement the new system (channel) expansion. The Department of Public Works staff has been working with Motorola for the past several weeks, who offered around \$1.4 million for the design of the system, purchase of the equipment and installation of all required hardware and software.

After extensive negotiations and review of the current proposal, as well as the original MERA Trunk System contract that we never finalized (the fire station alerting printing feature was deemed unacceptable), Motorola offered \$29,000 to MERA which was the cost of purchased printers and software as an incentive to finalize the contract which at my recommendation you refused to accept.

We now have reached the following agreement:

Motorola's Proposal as described in the following documents:

- Letter dated 9/21/09 from Mark Schmidl.
- Letter dated 9/22/09 from Patrick Heavy.
- Proposal dated 8/12/09 from Mark Schmidl (MERA System Capacity Enhancement).

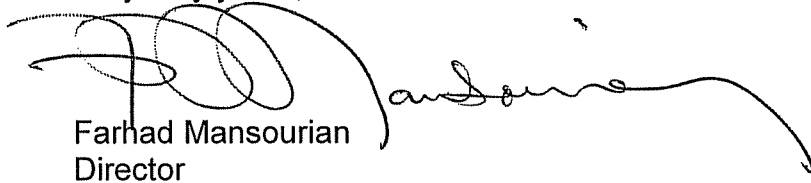
MERA's duties:

- Approval of the referenced contract by September 30, 2009
- Finalizing and accepting as complete the original MERA Trunk System contract.

It is therefore recommended that you authorize the president to execute the contract and authorize the President to notify Motorola that the original contract is now accepted.

Funds are available from the various sources as reported by the Executive Director at the July 8, 2009 meeting.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Farhad Mansourian', written over a horizontal line. The signature is fluid and cursive, with a long, sweeping tail that extends to the right.

Farhad Mansourian
Director

Attachment

c: Shelly Nelson
Richard Chuck



MOTOROLA

September 22, 2009

Farhad Mansourian
Marin County
3501 Civic Center Dr.
San Rafael, CA 94913

RE: MERA System Capacity Enhancement

Dear Mr. Mansourian:

Per our discussion and revised project Offer Letter (attached in same message), Motorola would like to provide MERA with the following pricing revisions:

Equipment: \$648,795 (per MERA contract)
System Implementation: \$607,283
Tax: \$60,013
Sub-Total: \$1,316,091

* MERA Incentive: (\$306,000)
Project Total: \$1,010,091

* Incentive Guidelines:

- Motorola must receive signed contract (Communications Systems Agreement) no later than Sept. 30th 2009
- MERA must accept shipment of the project in 2009 (as outlined in project schedule)
- MERA must provide authorized co-signature on MERA System Final Acceptance no later than Sept. 30th 2009

Thank you very much for your consideration in working with Motorola and we look forward to continuing our partnership. Any questions can be directed to Patrick Heavey @ 415-777-1306

Sincerely

A handwritten signature in black ink, appearing to read 'Patrick Heavey'.

Patrick Heavey
Motorola Account Manager
415-777-1306



MOTOROLA

September 21, 2009

Farhad Mansourian
Marin County
3501 Civic Center Dr.
San Rafael, CA 94913

RE: MERA System Capacity Enhancement

Dear Mr. Mansourian:

Motorola Inc., by and through its Networks and Enterprise Business Unit ("Motorola"), is pleased to present our solution to enhance the capacity of the Marin Emergency Radio Authority's (MERA) system. To best meet the functional and operational specifications of your solicitation, Motorola's solution includes a combination of hardware and services.

The pricing in the Motorola proposal is subject to an agreement by MERA that any issues concerning the original system will be satisfied by the price reductions in the proposal and that MERA no longer has any claims concerning the Fire Station CAD Printing Solution. To memorialize such agreement, an authorized signatory of MERA will agree to co-sign the Final Project Acceptance certificate effective as of the date of the original MERA signature on the certificate. Upon acceptance of this proposal, both parties will consider the original system agreement to be closed and final.

Any questions can be directed to Patrick Heavey, Motorola's Direct Account Manager for Marin County, at 415-777-1306.

Motorola appreciates your interest in our company, products, and services. We look forward to continuing our relationship with MERA.

Sincerely,

Motorola, Inc.

A handwritten signature in black ink, appearing to read 'Mark Schmidl'.

Mark Schmidl
MSSI Vice President Sales



MOTOROLA

August 12th, 2009

Shelly Nelson
Marin County
4 Peter Behr
San Rafael, CA 94913

RE: MERA System Capacity Enhancement

Dear Mrs. Nelson:

Motorola Inc., by and through its Networks and Enterprise Business Unit ("Motorola"), is pleased to present our solution to enhance the capacity of the Marin Emergency Radio Authority's (MERA) system. To best meet the functional and operational specifications of your solicitation, Motorola's solution includes a combination of hardware and services. Specifically, this solution provides:

- Two (2) channel addition to the MERA East Simulcast Cell
- One (1) channel addition to the MERA West Simulcast Cell
- Solution best leveraging existing MERA equipment and Marin County communication resources.
- Motorola's Communications Systems Agreement is the contracting vehicle for any subsequent purchase.

Any questions can be directed to Patrick Heavey, Motorola's Direct Account Manager for Marin County, at 415-777-1306.

Motorola appreciates your interest in our company, products, and services. We look forward to continuing our relationship with MERA.

Sincerely,

Motorola, Inc.

A handwritten signature in black ink, appearing to read 'Mark Schmidl'.

Mark Schmidl
Vice President
Motorola Sales and Services, Inc



Section 1. Executive Summary

Motorola is pleased to present a solution to Marin County for the addition of three new channels to enhance the capacity of the existing MERA UHF Simulcast System. Motorola understands that Marin Emergency Radio Authority's (MERA) vision is to provide a communication system to the County and Cities of Marin County that promotes public safety. The proposed system enhancement addresses this vision to provide additional capacity and support to Marin County's mission critical responders.

1.1 Proposal Overview

This proposal consists of the following sections and appendices to provide MERA with an understanding of the project offering and scope:

- ◆ **Technical and Implementation Documents** - A description of the technical and implementation aspects of the project including a System Description, Equipment List, Statement of Work, Acceptance Test Plan, and Project Schedule.
- ◆ **Pricing Summary** - The pricing associated with this solution.
- ◆ **Appendices** - Supplemental information such as the Communications System Agreement (CSA), Acceptance Test Plan, etc.

1.2 Project Scope

The Marin Emergency Radio Authority (MERA) operates a Motorola SmartZone 3.0 trunking radio communication system which provides primary public safety communications for the MERA agencies throughout Marin County. This trunking system consists of five cells (2 simulcast, and 3 IR). To address the system capacity concerns, Marin County and MERA have requested Motorola provide costs associated with hardware, software, and implementation of the following:

- ◆ **West Simulcast Cell:** Motorola is providing a one (1) channel addition, while leveraging existing system equipment.
- ◆ **East Simulcast Cell:** Motorola is providing a two (2) channel addition, while leveraging existing system equipment.

1.3 Motorola's Partnership with MERA

Our corporation takes pride in being a trusted leader with decades of experience in meeting the needs of the public safety community and has a track record of delivering on its promises. Motorola understands the existing MERA system components and capability of the Marin County Communications Department, which has been included in this proposal. The Marin Emergency Radio Authority can count on Motorola to provide them with a solution, integration services and support services necessary to implement a project of this complexity. Motorola's Project Management, Systems Engineering and Installation skills will be provided to offer a complete deployment of enhanced coverage to the existing MERA system. Motorola will provide design, installation, integration, and testing support for this project in accordance with a mutually agreeable Statement of Work.

Motorola looks forward to continuing the long standing commitment to partnering with MERA to deploy a system enhancement that increases the ability and effectiveness of Marin County's mission critical responders.





Section 2. System Description

Overview

This offer is proposed by Motorola for equipment and services to provide three additional UHF channels to the existing MERA radio trunking simulcast system. Motorola will add one channel to the West Cell at three sites, add two channels to the East Cell at seven sites, and add two channels at two voting sites. In addition, Motorola will update the two simulcast prime-site redundant controllers code plugs and update the master-site manager for the new frequencies and hardware added to the system. Through the use of the County's existing MOSCAD spares, Motorola will add the additional alarms from the new equipment and report them to the Master site. The table below shows the new configurations for the East and West simulcast radio cells.

East Simulcast Sites (9 channels), 7 Quantar Sites, 2 Rx Sites Task: Add 2 Channels	West Simulcast Sites (6 Channels), 3 Sites Task: Add One Channel
Big Rock	Pt. Reyes
San Pedro	Barnabe
Dollar Hill	Mt. Tam
Burdell	
Forbes	
Mill Valley City Hall	
Mt. Tiburon (Phase 5)	
Civic Center (RX Only)	
Mt. Tam (RX Only)	

2.1 Channel Assignments

The following table lists the new UHF channel assignments by cell.

Cell	Frequency Base TX/RX
East Simulcast	482.3500/485.3500
East Simulcast	482.6250/485.6250
East Simulcast	482.6500/485.6500
East Simulcast	482.7875/485.7875
East Simulcast	482.9375/485.9375
East Simulcast	483.0250/486.0250
East Simulcast	483.1250/486.1250
East Simulcast (New)	484.1375/487.1375
East Simulcast	488.7000/491.7000
East Simulcast	489.0750/492.0750
East Simulcast (New)	489.9125/492.9125
West Simulcast	482.9750/485.9750
West Simulcast	483.0500/486.0500
West Simulcast	483.1500/486.1500
West Simulcast (New)	483.5125/486.5125
West Simulcast	488.4250/491.4250
West Simulcast	488.8500/491.8500
West Simulcast	489.1000/492.1000

2.2 Site Hardware Description

There will be no impact to the Simulcast Prime Site Controllers hardware. The two prime and two alternate prime-site controller's code plugs will be replaced with the added channel configurations. The West and East Remote Simulcast Controllers are equipped to accept two additional East-Cell Quantar Repeaters and one additional West-Cell Quantar Repeater. Related channel AstroTac voting comparators and digital-interface units with encryption cards will be provided. The additional interface cabling, transmitter filtering and RF cabling will complete the hardware packages. A new West-Cell 7-channel combiner will replace the existing 6 channel combiners. The retired three 6 channel transmitter combiner's filters from the West-



Cell will be used to build out the seven East-Cell transmitter combiners from 9 channels to 11 channels. The additional site receivers and voting receivers will occupy empty receiver multicoupler ports at each site. The Master Site database will be updated to monitor the added channels. Motorola will add Quantar and AstroTac comparator alarms to the existing MOSCAD subsystem's Graphic Master Central (GMC). A Motorola V.A.R. Scada Alarm distributor will be utilized to implement the GMC software. The hardware required to implement these alarms will be supplied from MERA's existing spares inventory. MERA will provide CPU and multiplexer cards. To support the additional two East-Cell Astro voice alarm circuits, Motorola will provide channel bank Sub-rate-units (SRU) cards at the East Cell sites and at the Prime site. The existing West-Cell channel bank cards will support the single Astro alarm circuit. DS0 voice circuits will be mapped into the latest MERA manual's transport channel plan. Motorola will use two East-Cell T-Bar spare switches and one West-Cell T-Bar spare switch to connect the new Quantar trunking repeaters.

2.3 Master Site Simulcast Hardware

Civic Center

- ◆ (4) Prime-Site 6809 Controller Software Code-Plugs
- ◆ (2) TeNSr Channel Bank SRU Cards

2.4 Remote Site Hardware

Motorola will provide, install, optimize and perform simulcast phasing for the following equipment.

2.4.1 East Cell

Big Rock

- ◆ (2) Quantar Simulcast Repeaters
- ◆ (1) TeNSr Sub-Rate-Unit Card
- ◆ (1) Modify existing Combiners for 2 channels

San Pedro

- ◆ (2) Quantar Simulcast Repeaters
- ◆ (1) TeNSr Sub-Rate-Unit Card
- ◆ (1) Modify existing Combiners for 2 channels

Dollar Hill

- ◆ (2) Quantar Simulcast Repeaters
- ◆ (1) TeNSr Sub-Rate-Unit Card
- ◆ (1) Modify existing Combiners for 2 channels



Burdell

- ◆ (2) Quantar Simulcast Repeaters
- ◆ (1) TeNSr Sub-Rate-Unit Card
- ◆ (1) Modify existing Combiners for 2 channels

Forbes

- ◆ (2) Quantar Simulcast Repeaters
- ◆ (1) TeNSr Sub-Rate-Unit Card
- ◆ (1) Modify existing Combiners for 2 channels

Mill Valley

- ◆ (2) Quantar Simulcast Repeaters
- ◆ (1) TeNSr Sub-Rate-Unit Card
- ◆ (1) Modify existing Combiners for 2 channels

Mt. Tiburon

- ◆ (2) Quantar Simulcast Repeaters
- ◆ (1) TeNSr Sub-Rate-Unit Card
- ◆ (1) Modify existing Combiners for 2 channels

Civic Center

- ◆ (2) ASTROTAC Receiver

Mt. Tam

- ◆ (2) ASTROTAC Receiver

2.4.2 West Cell

Pt. Reyes

- ◆ (1) Quantar Simulcast Repeater
- ◆ (1) Transmit 7 Channel Combiner

Barnabe

- ◆ (1) Quantar Simulcast Repeater
- ◆ (1) Transmit 7 Channel Combiner

Mt. Tam

- ◆ (1) Quantar Simulcast Repeater
- ◆ (1) Transmit 7 Channel Combiner



2.5 Design Review

Motorola will perform site-walks and update the scope-of-work related to adding new equipment to existing sites as detailed in this proposal. Motorola will prepare a Design Review document for MERA's review and approval prior to the ordering of equipment. Motorola will update MERA's existing documentation to reflect the new equipment.

2.5.1 Combining Systems

Motorola is providing new TXRX combiners for the West Cell simulcast sites, in order to accommodate the additional transmit frequency be added to each of the sites. The existing combiners at the West Cell Simulcast sites will be taken out and will be reused to expand the existing combiners at the East Cell Simulcast sites. This will allow Motorola and MERA to reuse the existing equipment and expand the East Cell Simulcast site combiners. As a result of expanding the size (number of channels) for all the combiners, both West and East, there will be a small amount of additional insertion loss associated with expansion of these combiners which may have a small effect on coverage. At present, Motorola is working with the manufacturers to determine the exact amount of insertion loss and will provide this information during the Design Review.

2.5.2 Migration Impact

Upon contract, Motorola will work with MERA through the Design Review to develop a Cutover Plan in order to minimize disruptions to the system, where feasible.

2.6 Documentation Services

Related to the impact of this additional hardware, Motorola will provide updated Master, Prime and Remote site drawings and optimization site data related to the MERA As-Built manual.

2.7 Installation and Engineering Services

Installation of the equipment as described herein will be performed by Motorola. The Motorola field installation and optimization teams will work with Motorola engineering together with MERA to ensure that the site installation is completed in the most efficient and professional manner. The MOSCAD equipment will be provided by MERA from existing inventory spares. Installation and programming services will be provided by Motorola and our VAR SCADA Alarm service provider.



Upon completion of the new site integration, a representative of Motorola and a representative of MERA will perform a functionality test on the site to determine that it is fully operational. The successful completion of the functionality tests will mark the completion of this project.

2.8 Assumptions

Motorola will provide detailed equipment specifications for equipment provided, along with site rack space and power requirements. MERA will be responsible for FCC licensing, site access, floor and rack space, cable access between racks, HVAC, and AC/DC power requirements. MERA will provide MOSCAD equipment from your existing spares inventory. (Please see Statement of Work for more detailed information regarding MERA and Motorola responsibilities.) Motorola assumes there will be no antenna or tower work on this project. Additionally, Motorola provides no RF coverage guarantees or commitments, expressed or implied, with this proposal.



Section 3 Equipment List

Site	APC	Item	Description	Unit List	Discount	Unit Price	Qty	Extended
Burdell Si	590	C99ED	QUANTAR/QUANTRO FAMILY	\$ 7,850	27%	\$ 5,731	2	\$ 11,461
Burdell Si	590	001C	QUANTAR STATION	\$ -	27%	\$ -	2	\$ -
Burdell Si	590	X640	ENH: UHF(403-433/438-470 OR 470-494	\$ 5,616	27%	\$ 4,100	2	\$ 8,199
Burdell Si	590	X897 A	ENH: SZ6809 ASTR CAI TRK QTAR	\$ 3,160	27%	\$ 2,307	2	\$ 4,614
Burdell Si	590	CA00025AC	ADD: SITE REPEATER SIMULCAST	\$ 13,680	27%	\$ 9,986	2	\$ 19,973
Burdell Si	590	X113	ALT: DC ONLY OP. DC TO DC CONVERTER	\$ 200	27%	\$ 146	2	\$ 292
Burdell Si	590	X153	ADD: HARDWARE, RACKMOUNT	\$ -	27%	\$ -	2	\$ -
Burdell Si	590	X287	DEL: FUNCTIONAL MANUAL	\$ -	27%	\$ -	2	\$ -
Burdell Si	590	X288	ENH: REMOTE RSS COMPATIBILITY	\$ 200	27%	\$ 146	2	\$ 292
Burdell Si	590	X888	ADD: GPS SIMULCAST	\$ 1,000	27%	\$ 730	2	\$ 1,460
Burdell Si	590	X889	ADD: ASTRO W/L INTFC V.24	\$ 500	27%	\$ 365	2	\$ 730
Burdell Si	509	CLN1293	FRU EPIC II CTRL MOD-CONV/TRK	\$ 2,000	27%	\$ 1,460	2	\$ 2,920
Burdell Si	207	L1702	CABLE: 1/2" SUPERFLEX POLY JKT PER	\$ 4	10%	\$ 4	100	\$ 363
Burdell Si	207	CDN6579	1/2" TYPE N MALE PLATED CONNECTOR	\$ 55	10%	\$ 50	4	\$ 198
Burdell Si	207	L1700	CABLE: 1/4" SUPERFLEX POLY JKT PER	\$ 2	10%	\$ 2	100	\$ 171
Burdell Si	207	TDN9716	1/4" TYPE N MALE RIGHT ANGLE	\$ 47	10%	\$ 43	2	\$ 85
Burdell Si	207	DSF1TBMC	1/4" BNC MALE CONNECTOR	\$ 23	10%	\$ 20	2	\$ 41
Burdell Si	131	DSPREM822061	10 PORT RS232C SRU	\$ 3,300	10%	\$ 2,970	1	\$ 2,970
Big Rock S	590	C99ED	QUANTAR/QUANTRO FAMILY	\$ 7,850	27%	\$ 5,731	2	\$ 11,461

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 Use or disclosure of this proposal is
 subject to the restrictions on the title page

MERA, Marin County
 Channel Expansion
 August 12, 2009

Site	APC	Item	Description	Unit List	Discount	Unit Price	Qty	Extended
Big Rock S	590	001C	QUANTAR STATION	\$ -	27%	\$ -	2	\$ -
Big Rock S	590	X640	ENH: UHF/403-433/438-470 OR 470-494	\$ 5,616	27%	\$ 4,100	2	\$ 8,199
Big Rock S	590	X897 A	ENH: SZ6809 ASTR CAI TRK QTAR	\$ 3,160	27%	\$ 2,307	2	\$ 4,614
Big Rock S	590	CA00025AC	ADD: SITE REPEATER SIMULCAST	\$ 13,680	27%	\$ 9,986	2	\$ 19,973
Big Rock S	590	X113	ALT: DC ONLY OP. DC TO DC CONVERTER	\$ 200	27%	\$ 146	2	\$ 292
Big Rock S	590	X153	ADD: HARDWARE, RACKMOUNT	\$ -	27%	\$ -	2	\$ -
Big Rock S	590	X287	DEL: FUNCTIONAL MANUAL	\$ -	27%	\$ -	2	\$ -
Big Rock S	590	X288	ENH: REMOTE RSS COMPATIBILITY	\$ 200	27%	\$ 146	2	\$ 292
Big Rock S	590	X888	ADD: GPS SIMULCAST	\$ 1,000	27%	\$ 730	2	\$ 1,460
Big Rock S	590	X889	ADD: ASTRO W/L INTFC V.24	\$ 500	27%	\$ 365	2	\$ 730
Big Rock S	509	CLN1293	FRU EPIC II CTRL MOD-CONV/TRK	\$ 2,000	27%	\$ 1,460	2	\$ 2,920
Big Rock S	207	L1702	CABLE: 1/2" SUPERFLEX POLY JKT PER	\$ 4	10%	\$ 4	100	\$ 383
Big Rock S	207	CDN6579	1/2" TYPE N MALE PLATED CONNECTOR	\$ 55	10%	\$ 50	4	\$ 198
Big Rock S	207	L1700	CABLE: 1/4" SUPERFLEX POLY JKT PER	\$ 2	10%	\$ 2	100	\$ 171
Big Rock S	207	TDN9716	1/4" TYPE N MALE RIGHT ANGLE	\$ 47	10%	\$ 43	2	\$ 85
Big Rock S	207	DSF1TBMC	1/4" BNC MALE CONNECTOR	\$ 23	10%	\$ 20	2	\$ 41
Big Rock S	131	DSPREM822061	10 PORT RS232C SRU	\$ 3,300	10%	\$ 2,970	1	\$ 2,970
San Pedro	590	C99ED	QUANTAR/QUANTRO FAMILY	\$ 7,850	27%	\$ 5,731	2	\$ 11,461
San Pedro	590	001C	QUANTAR STATION	\$ -	27%	\$ -	2	\$ -
San Pedro	590	X640	ENH: UHF/403-433/438-470 OR 470-494	\$ 5,616	27%	\$ 4,100	2	\$ 8,199
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San Pedro	590	X888	ADD: GPS SIMULCAST	\$ 1,000	27%	\$ 730	2	\$ 1,460

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MERA, Marin County
Channel Expansion
August 12, 2009
Equipment List



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San Pedro	590	X889	ADD: ASTRO W/L INTFC V.24	\$ 500	27%	\$ 365	2	\$ 730
San Pedro	509	CLN1293	FRU EPIC II CTRL MOD-CONV/TRK	\$ 2,000	27%	\$ 1,460	2	\$ 2,920
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Dollar Hill	590	X288	ENH: REMOTE RSS COMPATIBILITY	\$ 200	27%	\$ 146	2	\$ 292
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MIRA, Marin County
Channel Expansion
August 12, 2009

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Mt. Tiburo	590	001C	QUANTAR STATION	\$ -	27%	\$ -	2	\$ -
Mt. Tiburo	590	X640	ENH: UHF(403-433/438-470 OR 470-494	\$ 5,616	27%	\$ 4,100	2	\$ 8,199
Mt. Tiburo	590	X897 A	ENH: SZ6809 ASTR CAI TRK QTAR	\$ 3,160	27%	\$ 2,307	2	\$ 4,614
Mt. Tiburo	590	CA00025AC	ADD: SITE REPEATER SIMULCAST	\$ 13,680	27%	\$ 9,986	2	\$ 19,973
Mt. Tiburo	590	X113	ALT: DC ONLY OP. DC TO DC CONVERTER	\$ 200	27%	\$ 146	2	\$ 292
Mt. Tiburo	590	X153	ADD: HARDWARE, RACKMOUNT	\$ -	27%	\$ -	2	\$ -
Mt. Tiburo	590	X287	DEL: FUNCTIONAL MANUAL	\$ -	27%	\$ -	2	\$ -
Mt. Tiburo	590	X288	ENH: REMOTE RSS COMPATIBILITY	\$ 200	27%	\$ 146	2	\$ 292
Mt. Tiburo	590	X888	ADD: GPS SIMULCAST	\$ 1,000	27%	\$ 730	2	\$ 1,460
Mt. Tiburo	590	X889	ADD: ASTRO W/L INTFC V:24	\$ 500	27%	\$ 365	2	\$ 730
Mt. Tiburo	509	CLN1293	FRU EPIC II CTRL MOD-CONV/TRK	\$ 2,000	27%	\$ 1,460	2	\$ 2,920
Mt. Tiburo	207	L1702	CABLE: 1/2" SUPERFLEX POLY JKT PER	\$ 4	10%	\$ 4	100	\$ 383
Mt. Tiburo	207	CDN6579	1/2" TYPE N MALE PLATED CONNECTOR	\$ 55	10%	\$ 50	4	\$ 198
Mt. Tiburo	207	L1700	CABLE: 1/4" SUPERFLEX POLY JKT PER	\$ 2	10%	\$ 2	100	\$ 171
Mt. Tiburo	207	TDN9716	1/4" TYPE N MALE RIGHT ANGLE	\$ 47	10%	\$ 43	2	\$ 85
Mt. Tiburo	207	DSF1TBMC	1/4" BNC MALE CONNECTOR	\$ 23	10%	\$ 20	2	\$ 41
Mt. Tiburo	131	DSPREM822061	10 PORT RS232C SRU	\$ 3,300	10%	\$ 2,970	1	\$ 2,970
Forbes Sim	590	C99ED	QUANTAR/QUANTRO FAMILY	\$ 7,850	27%	\$ 5,731	2	\$ 11,461
Forbes Sim	590	001C	QUANTAR STATION	\$ -	27%	\$ -	2	\$ -
Forbes Sim	590	X640	ENH: UHF(403-433/438-470 OR 470-494	\$ 5,616	27%	\$ 4,100	2	\$ 8,199
Forbes Sim	590	X897 A	ENH: SZ6809 ASTR CAI TRK QTAR	\$ 3,160	27%	\$ 2,307	2	\$ 4,614
Forbes Sim	590	CA00025AC	ADD: SITE REPEATER SIMULCAST	\$ 13,680	27%	\$ 9,986	2	\$ 19,973
Forbes Sim	590	X113	ALT: DC ONLY OP. DC TO DC CONVERTER	\$ 200	27%	\$ 146	2	\$ 292
Forbes Sim	590	X153	ADD: HARDWARE, RACKMOUNT	\$ -	27%	\$ -	2	\$ -
Forbes Sim	590	X287	DEL: FUNCTIONAL MANUAL	\$ -	27%	\$ -	2	\$ -
Forbes Sim	590	X288	ENH: REMOTE RSS COMPATIBILITY	\$ 200	27%	\$ 146	2	\$ 292
Forbes Sim	590	X888	ADD: GPS SIMULCAST	\$ 1,000	27%	\$ 730	2	\$ 1,460

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Channel Expansion
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Equipment List

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Forbes Sim	590	X889	ADD: ASTRO W/L INTFC V.24	\$ 500	27%	\$ 365	2	\$ 730
Forbes Sim	509	CLN1293	FRU EPIC II CTRL MOD-CONV/TRK	\$ 2,000	27%	\$ 1,460	2	\$ 2,920
Forbes Sim	207	L1702	CABLE: 1/2" SUPERFLEX POLY JKT PER	\$ 4	10%	\$ 4	100	\$ 383
Forbes Sim	207	CDN6579	1/2" TYPE N MALE PLATED CONNECTOR	\$ 55	10%	\$ 50	4	\$ 198
Forbes Sim	207	L1700	CABLE: 1/4" SUPERFLEX POLY JKT PER	\$ 2	10%	\$ 2	100	\$ 171
Forbes Sim	207	TDN9716	1/4" TYPE N MALE RIGHT ANGLE	\$ 47	10%	\$ 43	2	\$ 85
Forbes Sim	207	DSF1TBMC	1/4" BNC MALE CONNECTOR	\$ 23	10%	\$ 20	2	\$ 41
Forbes Sim	131	DSPREM822061	10 PORT RS232C SRU	\$ 3,300	10%	\$ 2,970	1	\$ 2,970
Mill Valle	590	C99ED	QUANTAR/QUANTRO FAMILY	\$ 7,850	27%	\$ 5,731	2	\$ 11,461
Mill Valle	590	001C	QUANTAR STATION	\$ -	27%	\$ -	2	\$ -
Mill Valle	590	X640	ENH: UHF(403-433/438-470 OR 470-494	\$ 5,616	27%	\$ 4,100	2	\$ 8,199
Mill Valle	590	X897 A	ENH: SZ6809 ASTR CAI TRK QTAR	\$ 3,160	27%	\$ 2,307	2	\$ 4,614
Mill Valle	590	CA00025AC	ADD: SITE REPEATER SIMULCAST	\$ 13,680	27%	\$ 9,986	2	\$ 19,973
Mill Valle	590	X113	ALT: DC ONLY OP. DC TO DC CONVERTER	\$ 200	27%	\$ 146	2	\$ 292
Mill Valle	590	X153	ADD: HARDWARE, RACKMOUNT	\$ -	27%	\$ -	2	\$ -
Mill Valle	590	X287	DEL: FUNCTIONAL MANUAL	\$ -	27%	\$ -	2	\$ -
Mill Valle	590	X288	ENH: REMOTE RSS COMPATIBILITY	\$ 200	27%	\$ 146	2	\$ 292
Mill Valle	590	X888	ADD: GPS SIMULCAST	\$ 1,000	27%	\$ 730	2	\$ 1,460
Mill Valle	590	X889	ADD: ASTRO W/L INTFC V.24	\$ 500	27%	\$ 365	2	\$ 730
Mill Valle	509	CLN1293	FRU EPIC II CTRL MOD-CONV/TRK	\$ 2,000	27%	\$ 1,460	2	\$ 2,920
Mill Valle	207	L1702	CABLE: 1/2" SUPERFLEX POLY JKT PER	\$ 4	10%	\$ 4	100	\$ 383
Mill Valle	207	CDN6579	1/2" TYPE N MALE PLATED CONNECTOR	\$ 55	10%	\$ 50	4	\$ 198
Mill Valle	207	L1700	CABLE: 1/4" SUPERFLEX POLY JKT PER	\$ 2	10%	\$ 2	100	\$ 171
Mill Valle	207	TDN9716	1/4" TYPE N MALE RIGHT ANGLE	\$ 47	10%	\$ 43	2	\$ 85
Mill Valle	207	DSF1TBMC	1/4" BNC MALE CONNECTOR	\$ 23	10%	\$ 20	2	\$ 41
Mill Valle	131	DSPREM822061	10 PORT RS232C SRU	\$ 3,300	10%	\$ 2,970	1	\$ 2,970
Tam Simul	590	C99ED	QUANTAR/QUANTRO FAMILY	\$ 7,850	27%	\$ 5,731	1	\$ 5,731

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Site	APC	Item	Description	Unit List	Discount	Unit Price	Qty	Extended
Tam Simul	590	001C	QUANTAR STATION	\$ -	27%	\$ -	1	\$ -
Tam Simul	590	X640	ENH: UHF(403-433/438-470 OR 470-494	\$ 5,616	27%	\$ 4,100	1	\$ 4,100
Tam Simul	590	X897 A	ENH: SZ6809 ASTR CAI TRK QTAR	\$ 3,160	27%	\$ 2,307	1	\$ 2,307
Tam Simul	590	CA00025AC	ADD: SITE REPEATER SIMULCAST	\$ 13,680	27%	\$ 9,986	1	\$ 9,986
Tam Simul	590	X113	ALT: DC ONLY OP. DC TO DC CONVERTER	\$ 200	27%	\$ 146	1	\$ 146
Tam Simul	590	X153	ADD: HARDWARE, RACKMOUNT	\$ -	27%	\$ -	1	\$ -
Tam Simul	590	X287	DEL: FUNCTIONAL MANUAL	\$ -	27%	\$ -	1	\$ -
Tam Simul	590	X288	ENH: REMOTE RSS COMPATIBILITY	\$ 200	27%	\$ 146	1	\$ 146
Tam Simul	590	X888	ADD: GPS SIMULCAST	\$ 1,000	27%	\$ 730	1	\$ 730
Tam Simul	590	X889	ADD: ASTRO W/ INTFC V.24	\$ 500	27%	\$ 365	1	\$ 365
Tam Simul	509	CLN1293	FRU EPIC II CTRL. MOD-CONV/TRK	\$ 2,000	27%	\$ 1,460	1	\$ 1,460
Tam Simul	207	L1700	CABLE: 1/4" SUPERFLEX POLY JKT PER	\$ 2	10%	\$ 2	40	\$ 68
Tam Simul	207	TDN9716	1/4" TYPE N MALE RIGHT ANGLE	\$ 47	10%	\$ 43	1	\$ 43
Tam Simul	207	DSF1TBMC	1/4" BNC MALE CONNECTOR	\$ 23	10%	\$ 20	1	\$ 20
Tam Simul	207	DQ736907655TE7MA1	MULTICPLR TX 470-512 MHZ RACK MT, MA	\$ 28,148	10%	\$ 25,333	1	\$ 25,333
Tam Simul	207	L1702	CABLE: 1/2" SUPERFLEX POLY JKT PER	\$ 4	10%	\$ 4	350	\$ 1,341
Tam Simul	207	DSF4PDMV2C	1/2" 7-16 DIN MALE CONNECTOR	\$ 31	10%	\$ 27	1	\$ 27
Tam Simul	207	CDN6579	1/2" TYPE N MALE PLATED CONNECTOR	\$ 55	10%	\$ 50	14	\$ 693
Barnabe Si	590	C99ED	QUANTAR/QUANTRO FAMILY	\$ 7,850	27%	\$ 5,731	1	\$ 5,731
Barnabe Si	590	001C	QUANTAR STATION	\$ -	27%	\$ -	1	\$ -
Barnabe Si	590	X640	ENH: UHF(403-433/438-470 OR 470-494	\$ 5,616	27%	\$ 4,100	1	\$ 4,100
Barnabe Si	590	X897 A	ENH: SZ6809 ASTR CAI TRK QTAR	\$ 3,160	27%	\$ 2,307	1	\$ 2,307
Barnabe Si	590	CA00025AC	ADD: SITE REPEATER SIMULCAST	\$ 13,680	27%	\$ 9,986	1	\$ 9,986
Barnabe Si	590	X113	ALT: DC ONLY OP. DC TO DC CONVERTER	\$ 200	27%	\$ 146	1	\$ 146
Barnabe Si	590	X153	ADD: HARDWARE, RACKMOUNT	\$ -	27%	\$ -	1	\$ -
Barnabe Si	590	X287	DEL: FUNCTIONAL MANUAL	\$ -	27%	\$ -	1	\$ -
Barnabe Si	590	X288	ENH: REMOTE RSS COMPATIBILITY	\$ 200	27%	\$ 146	1	\$ 146

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Site	APC	Item	Description	Unit List	Discount	Unit Price	Qty	Extended
Barnabe Si	590	X888	ADD: GPS SIMULCAST	\$ 1,000	27%	\$ 730	1	\$ 730
Barnabe Si	590	X889	ADD: ASTRO W/L INTFC V.24	\$ 500	27%	\$ 365	1	\$ 365
Barnabe Si	509	CLN1293	FRU EPIC II CTRL MOD-CONV/TRK	\$ 2,000	27%	\$ 1,460	1	\$ 1,460
Barnabe Si	207	L1700	CABLE: 1/4" SUPERFLEX POLY JKT PER	\$ 2	10%	\$ 2	40	\$ 68
Barnabe Si	207	TDN9716	1/4" TYPE N MALE RIGHT ANGLE	\$ 47	10%	\$ 43	1	\$ 43
Barnabe Si	207	DSF1TBMC	1/4" BNC MALE CONNECTOR	\$ 23	10%	\$ 20	1	\$ 20
Barnabe Si	207	DQ736907655TE7MA1	MULTOPLR TX 470-512 MHZ RACK MT, MA	\$ 28,148	10%	\$ 25,333	1	\$ 25,333
Barnabe Si	207	L1702	CABLE: 1/2" SUPERFLEX POLY JKT PER	\$ 4	10%	\$ 4	350	\$ 1,341
Barnabe Si	207	DSF4PDMV2C	1/2" 7-16 DIN MALE CONNECTOR	\$ 31	10%	\$ 27	1	\$ 27
Barnabe Si	207	CDN6579	1/2" TYPE N MALE PLATED CONNECTOR	\$ 55	10%	\$ 50	14	\$ 693
Pt. Reyes	590	C99ED	QUANTAR/QUANTRO FAMILY	\$ 7,850	27%	\$ 5,731	1	\$ 5,731
Pt. Reyes	590	001C	QUANTAR STATION	\$ -	27%	\$ -	1	\$ -
Pt. Reyes	590	X640	ENH: UHF(403-433/438-470 OR 470-494	\$ 5,616	27%	\$ 4,100	1	\$ 4,100
Pt. Reyes	590	X897 A	ENH: SZ6809 ASTR CAI TRK QTAR	\$ 3,160	27%	\$ 2,307	1	\$ 2,307
Pt. Reyes	590	CA00025AC	ADD: SITE REPEATER SIMULCAST	\$ 13,680	27%	\$ 9,986	1	\$ 9,986
Pt. Reyes	590	X113	ALT: DC ONLY OP. DC TO DC CONVERTER	\$ 200	27%	\$ 146	1	\$ 146
Pt. Reyes	590	X153	ADD: HARDWARE, RACKMOUNT	\$ -	27%	\$ -	1	\$ -
Pt. Reyes	590	X287	DEL: FUNCTIONAL MANUAL	\$ -	27%	\$ -	1	\$ -
Pt. Reyes	590	X288	ENH: REMOTE RSS COMPATIBILITY	\$ 200	27%	\$ 146	1	\$ 146
Pt. Reyes	590	X888	ADD: GPS SIMULCAST	\$ 1,000	27%	\$ 730	1	\$ 730
Pt. Reyes	590	X889	ADD: ASTRO W/L INTFC V.24	\$ 500	27%	\$ 365	1	\$ 365
Pt. Reyes	509	CLN1293	FRU EPIC II CTRL MOD-CONV/TRK	\$ 2,000	27%	\$ 1,460	1	\$ 1,460
Pt. Reyes	207	L1702	CABLE: 1/2" SUPERFLEX POLY JKT PER	\$ 4	10%	\$ 4	40	\$ 153
Pt. Reyes	207	CDN6579	1/2" TYPE N MALE PLATED CONNECTOR	\$ 55	10%	\$ 50	2	\$ 99
Pt. Reyes	207	L1700	CABLE: 1/4" SUPERFLEX POLY JKT PER	\$ 2	10%	\$ 2	40	\$ 68
Pt. Reyes	207	TDN9716	1/4" TYPE N MALE RIGHT ANGLE	\$ 47	10%	\$ 43	1	\$ 43
Pt. Reyes	207	DSF1TBMC	1/4" BNC MALE CONNECTOR	\$ 23	10%	\$ 20	1	\$ 20

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Site	APC	Item	Description	Unit List	Discount	Unit Price	Qty	Extended
Pt. Reyes	207	DQ736907655TE7MA2	MULTICPLR TX 470-512 MHZ RACK MT, MA	\$ 34,628	10%	\$ 31,165	1	\$ 31,165
Pt. Reyes	207	L1702	CABLE: 1/2" SUPERFLEX POLY JKT PER	\$ 4	10%	\$ 4	350	\$ 1,341
Pt. Reyes	207	DSF4PDMV2C	1/2" 7-16 DIN MALE CONNECTOR	\$ 31	10%	\$ 27	1	\$ 27
Pt. Reyes	207	CDN6579	1/2" TYPE N MALE PLATED CONNECTOR	\$ 55	10%	\$ 50	14	\$ 693
Tam Rcv Ea	360	T5589	ASTRO TAC SATELLITE RECEIVER	\$ 2,900	27%	\$ 2,117	2	\$ 4,234
Tam Rcv Ea	360	X320	ADD: RCVR SATELLITE 403-433/450-512	\$ 1,485	27%	\$ 1,084	2	\$ 2,168
Tam Rcv Ea	360	X897 C	ENH: SZ6809 ASTR CAI TRK RCVR	\$ 1,380	27%	\$ 1,007	2	\$ 2,015
Tam Rcv Ea	360	C882	ALT: RACKMOUNT, 7.5' OPEN	\$ 175	27%	\$ 128	2	\$ 256
Tam Rcv Ea	360	X153	ADD: SATELLITE RX RACK MOUNT HDWR	\$ -	27%	\$ -	2	\$ -
Tam Rcv Ea	207	L1700	CABLE: 1/4" SUPERFLEX POLY JKT PER	\$ 2	10%	\$ 2	80	\$ 137
Tam Rcv Ea	207	TDN9716	1/4" TYPE N MALE RIGHT ANGLE	\$ 47	10%	\$ 43	2	\$ 85
Tam Rcv Ea	207	DSF1TBMC	1/4" BNC MALE CONNECTOR	\$ 23	10%	\$ 20	2	\$ 41
Civic Cent	360	T5589	ASTRO TAC SATELLITE RECEIVER	\$ 2,900	27%	\$ 2,117	2	\$ 4,234
Civic Cent	360	X320	ADD: RCVR SATELLITE 403-433/450-512	\$ 1,485	27%	\$ 1,084	2	\$ 2,168
Civic Cent	360	X897 C	ENH: SZ6809 ASTR CAI TRK RCVR	\$ 1,380	27%	\$ 1,007	2	\$ 2,015
Civic Cent	360	C882	ALT: RACKMOUNT, 7.5' OPEN	\$ 175	27%	\$ 128	2	\$ 256
Civic Cent	360	X153	ADD: SATELLITE RX RACK MOUNT HDWR	\$ -	27%	\$ -	2	\$ -
Civic Cent	207	L1700	CABLE: 1/4" SUPERFLEX POLY JKT PER	\$ 2	10%	\$ 2	80	\$ 137
Civic Cent	207	TDN9716	1/4" TYPE N MALE RIGHT ANGLE	\$ 47	10%	\$ 43	2	\$ 85
Civic Cent	207	DSF1TBMC	1/4" BNC MALE CONNECTOR	\$ 23	10%	\$ 20	2	\$ 41
West Simul	525	T5770	ASTRO TAC 3000 COMPARTOR	\$ 3,700	27%	\$ 2,701	2	\$ 5,402
West Simul	525	X153	ADD: HARDWARE, RACKMOUNT	\$ -	27%	\$ -	2	\$ -
West Simul	525	X242	ENH: DIGITAL AND ANALOG OPRN	\$ 2,800	27%	\$ 2,044	2	\$ 4,088
West Simul	525	X888	ENH: GPS SIMULCAST OPERATION	\$ 2,800	27%	\$ 2,044	2	\$ 4,088
West Simul	525	X288	ENH: REMOTE RSS	\$ 200	27%	\$ 146	2	\$ 292
West Simul	525	X989	ENH: SZ TRUNKING OPERATION	\$ 4,700	27%	\$ 3,431	2	\$ 6,862
West Simul	525	X889	ADD: ASTRO V.24 WIRELINE INTERFACE	\$ 500	27%	\$ 365	10	\$ 3,650

Site	APC	Item	Description	Unit List	Discount	Unit Price	Qty	Extended
West Simul	525	X227	ADD: 10 WIRELINE I/O PORTS-CAI	\$ 5,000	27%	\$ 3,650	2	\$ 7,300
West Simul	743	CLN1273	ASTROTAC RECEIVER EPIC CTL MOD	\$ 2,000	27%	\$ 1,460	2	\$ 2,920
East Simul	525	T5770	ASTRO TAC 3000 COMPARATOR	\$ 3,700	27%	\$ 2,701	1	\$ 2,701
East Simul	525	X153	ADD: HARDWARE, RACKMOUNT	\$ -	27%	\$ -	1	\$ -
East Simul	525	X242	ENH: DIGITAL AND ANALOG OPRN	\$ 2,800	27%	\$ 2,044	1	\$ 2,044
East Simul	525	X888	ENH: GPS SIMULCAST OPERATION	\$ 2,800	27%	\$ 2,044	1	\$ 2,044
East Simul	525	X288	ENH: REMOTE RSS	\$ 200	27%	\$ 146	1	\$ 146
East Simul	525	X989	ENH: SZ TRUNKING OPERATION	\$ 4,700	27%	\$ 3,431	1	\$ 3,431
East Simul	525	X889	ADD: ASTRO V.24 WIRELINE INTERFACE	\$ 500	27%	\$ 365	4	\$ 1,460
East Simul	525	X226	ADD: 8 WIRELINE I/O PORTS-CAI	\$ 4,000	27%	\$ 2,920	1	\$ 2,920
East Simul	743	CLN1273	ASTROTAC RECEIVER EPIC CTL MOD	\$ 2,000	27%	\$ 1,460	1	\$ 1,460
SmartZone	524	F2048	ASTRO DIU3000 HARDWARE	\$ 2,650	27%	\$ 1,935	3	\$ 5,804
SmartZone	524	X960	ADD: TRUNKING RELEASE SW.	\$ 3,150	27%	\$ 2,300	3	\$ 6,899
SmartZone	524	TKN9250	CABLE RJ45 TO DB25 FEMALE 25FT	\$ 53	27%	\$ 39	3	\$ 116
SmartZone	525	CHN1009	CARDCAGE DIU 3000	\$ 330	27%	\$ 241	3	\$ 723
SmartZone	524	FLN8840	CENTER PANEL DIU3000 CARD CAGE	\$ 25	27%	\$ 18	3	\$ 55
SmartZone	525	T6721	DIGITAL INTERFACE UNIT CRYPTO MODUL	\$ 250	27%	\$ 183	3	\$ 548
SmartZone	525	CA00147AA	ADD: BASIC SOFTWARE OPTION	\$ 50	27%	\$ 37	3	\$ 110
SmartZone	525	CA00143AB	ADD: DES OFB ENCRYPTION KIT	\$ 750	27%	\$ 548	3	\$ 1,643
Mas6er Sit	207	DQCABLEA	Misc Punch Blocks	\$ 700	10%	\$ 630	12	\$ 7,560
Mas6er Sit	207	DQCABLEB	Misc Cables	\$ 200	10%	\$ 180	24	\$ 4,320
Mas6er Sit	131	DSPREM822061	10 PORT RS232C SRU	\$ 3,300	10%	\$ 2,970	2	\$ 5,940
Mas6er Sit	131	DSPREM801065	DUAL T1 E1 WAN CARD	\$ 2,338	10%	\$ 2,104	3	\$ 6,313
Equipment Total								\$ 648,795

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3.1.1 Systems Integration and Pricing Summary:

Systems Integration	SF Extended
Systems Integration to Include:	\$687,458
* Design Review, Order and Manufacturing, System Installation, System Optimization, Acceptance Testing, System Finalization, etc.	
Systems Integration Additional Reduction	(\$80,175)
Services Total	\$ 607,283
**Total (Including Equipment)	\$ 1,256,078
Est. Sales Tax	\$ 60,013

* System Integration list of services is not exhaustive.

****Solution Equipment, Integration, and Pricing valid to December 1st, 2009**

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Equipment List



3.2 Payment Schedule

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within twenty (20) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution and in accordance with the following milestones.

1. 30% due upon contract execution;
2. 60% of the Contract Price upon shipment of equipment;
3. 5% of the Contract Price upon completion of installation;
4. 5% of the Contract Price upon final acceptance.

Motorola reserves the right to make partial shipments of equipment and to request payment upon shipment of such equipment. In addition, Motorola reserves the right to invoice for installations or civil work completed on a site-by-site basis, when applicable.



Section 4. Statement of Work

4.1 Contract

4.1.1 Contract Award (Milestone)

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

4.1.3 Contract Administration

Motorola Responsibilities:

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

Customer Responsibilities:

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

Completion Criteria:

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

4.1.4 Project Kickoff

Motorola Responsibilities:

- ◆ Conduct a project kickoff meeting during the Contract Design Review (CDR) phase of the project.
- ◆ Ensure key project team participants attend the meeting.
- ◆ Introduce all project participants attending the meeting.
- ◆ Review the roles of the project participants to identify communication flows and decision-making authority between project participants.
- ◆ Review the overall project scope and objectives with the Customer.
- ◆ Review the resource and scheduling requirements with the Customer.
- ◆ Review the Project Schedule with the Customer to address upcoming milestones and/or events.
- ◆ Review the teams' interactions (Motorola and the Customer), meetings, reports, milestone acceptance, and the Customer's participation in particular phases.

Customer Responsibilities:

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

Completion Criteria:

- ◆ Project kick-off meeting completed.
- ◆ Meeting notes identify the next action items.

4.2 Contract Design Review (CDR)

4.2.1 Review Contract Design

Motorola Responsibilities:

- ◆ Meet with the Customer project team.
- ◆ Review the operational requirements and the impact of those requirements on various equipment configurations.
- ◆ Establish a defined baseline for the system design and identify any special product requirements and their impact on system implementation.
- ◆ Review the System Design, Statement of Work, Project Schedule, and Acceptance Test Plan, and update the contract documents accordingly.
- ◆ Discuss the proposed Cutover Plan and methods to document a detailed procedure.



- ◆ Submit design documents to the Customer for approval. These documents form the basis of the system, which Motorola will manufacture, assemble, stage, and install.
- ◆ Prepare equipment layout plans for the field
- ◆ Conduct site evaluations to capture site details of the system design and to determine site readiness.
 - Determine each site's ability to accommodate proposed equipment based upon physical capacity.

Restrictions:

- ◆ Motorola assumes no liability or responsibility for inadequate frequency availability or frequency licensing issues.
- ◆ Motorola is not responsible for issues outside of its immediate control. Such issues include, but are not restricted to, improper frequency coordination by others and non-compliant operation of other radios.
- ◆ Motorola is not responsible for co-channel interference due to errors in frequency coordination by APCO or any other unlisted frequencies, or the improper design, installation, or operation of systems installed or operated by others.
- ◆ If, for any reason, any of the proposed sites cannot be utilized due to reasons beyond Motorola's control, the costs associated with site changes or delays including, but not limited to, re-engineering, frequency re-licensing, site zoning, site permitting, schedule delays, site abnormalities, re-mobilization, etc., will be paid for by the Customer and documented through the change order process.

Customer Responsibilities:

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

Completion Criteria:

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



4.2.2 Design Approval (Milestone)

- ◆ The Customer executes a Design Approval milestone document.

4.3 Order Processing

4.3.1 Process Equipment List

Motorola Responsibilities:

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

Customer Responsibilities:

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

Completion Criteria:

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

4.4 Manufacturing and Staging

4.4.1 Manufacture Motorola Fixed Network Equipment

Motorola Responsibilities:

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



Customer Responsibilities:

- ◆ None.

Completion Criteria:

- ◆ FNE shipped to the field.

4.4.2 Manufacture Non-Motorola Equipment

Motorola Responsibilities:

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

Customer Responsibilities:

- ◆ None.

Completion Criteria:

- ◆ Ship non-Motorola manufactured equipment to the field.

4.4.3 Ship Equipment to Field

Motorola Responsibilities:

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

Customer Responsibilities:

- ◆ None.

Completion Criteria:

- ◆ Equipment ready for shipment to the field.

4.4.4 Ship Acceptance (Milestone)

- ◆ All equipment shipped to the field.



4.5 Site Requirements for the Customer Provided Facilities

Motorola Responsibilities:

- ◆ Provide electrical requirements for each equipment rack to be installed in the Customer-provided facilities.
- ◆ Provide heat load for each equipment rack to be installed in the Customer provided facilities.

Customer Responsibilities:

- ◆ Provide clear and stable access to the sites for transporting electronics and other materials. Sufficient site access must be available for trucks to deliver materials under their own power and for personnel to move materials to the facility without assistance from special equipment.
- ◆ Supply adequately sized electrical service, backup power (UPS, generator, batteries, etc.) including the installation of conduit, circuit breakers, outlets, etc., at each equipment location. Provide AC power (dedicated 20 Amp AC outlets - simplex with ground) for each major piece of equipment within 6 feet of the location of the Motorola-supplied equipment, including the associated electrical service and wiring (conduit, circuit breakers, etc.).
- ◆ Provide adequate HVAC, grounding, lighting, cable routing, and surge protection (also, among existing and Motorola-provided equipment) based upon Motorola's R-56 Standards and Guidelines for Communication Sites. Ceiling (minimum 9 feet) and cable tray heights (minimum 8 feet) in the equipment rooms in order to accommodate 7-foot, 6-inch equipment racks.
- ◆ Provide floor space and desk space for the System equipment at the Customer-provided facilities. Each rack shall be provided a minimum of 24-inch x 24-inch footprint with 36 inches clearance in the front and back.
- ◆ Relocate existing equipment, if needed, to provide required space for the installation of Motorola-supplied equipment.
- ◆ Provide grounding system that meets Motorola's R-56 Standards and Guidelines for Communication Sites and supply a single point system ground, of 5 ohms or less, to be used on all FNE supplied under the Contract. Supply grounding tie point within 10 feet from the Motorola-supplied equipment.
- ◆ Provide obstruction-free area for the cable run between the demarcation point and the communications equipment.
- ◆ Resolve any environmental issues including, but not limited to, asbestos, structural integrity (rooftop, water tank, tower, etc.) of the site, and any other building risks. (Resolve environmental or hazardous material issues).
- ◆ Supply all permits as contractually required.
- ◆ Supply interior building cable trays, raceways, conduits, and wire supports.
- ◆ Supply engineering and drafting as required for modifications to existing building drawings for site construction.



- ◆ Pay for usage costs of power and generator fueling, both during the construction and installation effort, and on an ongoing basis.
- ◆ Complete all customer deliverables in accordance within the approved project schedule.

Completion Criteria:

- ◆ All sites are ready for equipment installations in compliance with Motorola's R56 Standards and Guidelines for Communication Sites.

4.6 System Installation

4.6.1 Install Fixed Network Equipment

Motorola Responsibilities:

- ◆ Install system equipment as specified by the Equipment List, System Description, and system drawings
- ◆ Bond the supplied equipment to the site ground system in accordance with the Motorola R56 Standards and Guidelines for Communication Sites.
- ◆ Remove existing combiners on the West Simulcast subsystem to be utilized for the expansion of the combiners associated with the East Simulcast subsystem.

Customer Responsibilities:

- ◆ Provide West Cell combiners for channel expansion in the East Cell.
- ◆ Provide MOSCAD equipment as required for alarming of the new equipment.
- ◆ Provide secure storage for the Motorola-provided equipment, at a location central to the sites. Motorola coordinates the receipt of the equipment with the Customer's designated contact, and inventory all equipment.
- ◆ Provide access to the sites, as necessary.
- ◆ Dispose of existing equipment, if applicable.
- ◆ Remove and/or relocate existing equipment to accommodate installations, if applicable.

Completion Criteria:

- ◆ Fixed Network Equipment installation completed and ready for optimization.

4.6.2 Fixed Network Equipment Installation Complete

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



4.6.3 System Installation Acceptance (Milestone)

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

4.7 System Optimization

4.7.1 Optimize System FNE

Motorola Responsibilities:

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

Customer Responsibilities:

- ◆ Provide access/escort to the sites, if needed.

Completion Criteria:

- ◆ System FNE optimization is complete.

4.7.2 Optimization Complete

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

4.8 Acceptance Testing

4.8.1 Perform Equipment Testing

Motorola Responsibilities:

- ◆ Test individual new components of the system to verify compliance to the equipment specifications.



- ◆ Repeat any failed test(s) once Motorola (or the Customer) has completed the corrective action(s).
- ◆ Prepare documentation of component tests to be delivered as part of the final documentation package.

Customer Responsibilities:

- ◆ Witness tests if desired.

Completion Criteria:

- ◆ Successful completion of equipment testing.

4.8.2 Perform Functional Testing

Motorola Responsibilities:

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

Customer Responsibilities:

- ◆ Witness the functional testing.

Completion Criteria:

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

4.8.3 System Acceptance Test Plan (Milestone)

- ◆ Customer approves the completion of all the required tests.



4.9 Finalize

4.9.1 Cutover

Motorola Responsibilities:

- ◆ Motorola and the Customer develop a mutually agreed upon Cutover Plan based upon discussions held during the CDR.
- ◆ During cutover, follow the written plan and implement the defined contingencies, as required.
- ◆ Conduct cutover meeting(s) with the MERA project manager to address both how to mitigate technical and communication problem impact to the users during cutover and during the general operation of the system.

Customer Responsibilities:

- ◆ Attend cutover meetings and approve the Cutover Plan.
- ◆ Notify the user group(s) affected by the cutover (date and time).
- ◆ Conduct a roll call of all users working during the cutover, in an organized and methodical manner.
- ◆ Ensure that all subscriber users are trained.

Completion Criteria:

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

4.9.2 Resolve Punchlist

Motorola Responsibilities:

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

Customer Responsibilities:

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

Completion Criteria:

- ◆ All punchlist items resolved and approved by the Customer.



4.9.3 Transition to Standard Commercial Warranty

Motorola Responsibilities:

- ◆ Review the items necessary for transitioning the project to warranty support and service.

Customer Responsibilities:

- ◆ Participate in the transition to Standard Commercial Warranty.

Completion Criteria:

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

4.9.4 Finalize Documentation

Motorola Responsibilities:

- ◆ Provide an electronic as-built system manual on a Compact Disk (CD). The documentation will include the following:
 - Updated System Level Diagram
 - Updated Site Block Diagrams
 - Updated Site Floor Plans
 - Updated Site Equipment Rack Configurations
 - Equipment Inventory List associated with the expansion project

Drawings are created utilizing AutoCAD design software and will be delivered in Adobe PDF format. All other system manual documents converted from native format to Adobe PDF format to be included on the System Manual CD.

Customer Responsibilities:

- ◆ Receive and approve all documentation provided by Motorola.

Completion Criteria:

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

4.9.5 Final Acceptance (Milestone)

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



4.10 Project Administration

4.10.1 Project Status Meetings

Motorola Responsibilities:

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

Customer Responsibilities:

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

Completion Criteria:

- ◆ Completion of the meetings and submission of meeting minutes.

4.10.2 Progress Milestone Submittal

Motorola Responsibilities:

- ◆ Submit progress milestone completion certificate/documentation.

Customer Responsibilities:

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

Completion Criteria:

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

4.10.3 Change Order Process

Either party may request changes within the general scope of this agreement. If a requested change causes an increase or decrease in the cost or time required to perform this agreement, the parties will agree to an equitable adjustment of the



Contract Price, Project Schedule, or both, and will reflect the adjustment in a change order. Neither party is obligated to perform requested changes unless both parties execute a written change order.

4.10.4 Interference

Motorola is not responsible for interference caused or received by the Motorola provided equipment except for interference that is directly caused by the Motorola provided transmitter(s) to the Motorola provided receiver(s). Should MERA experience interference, Motorola could provide a proposal to investigate the source and recommend solutions to mitigate the issue.



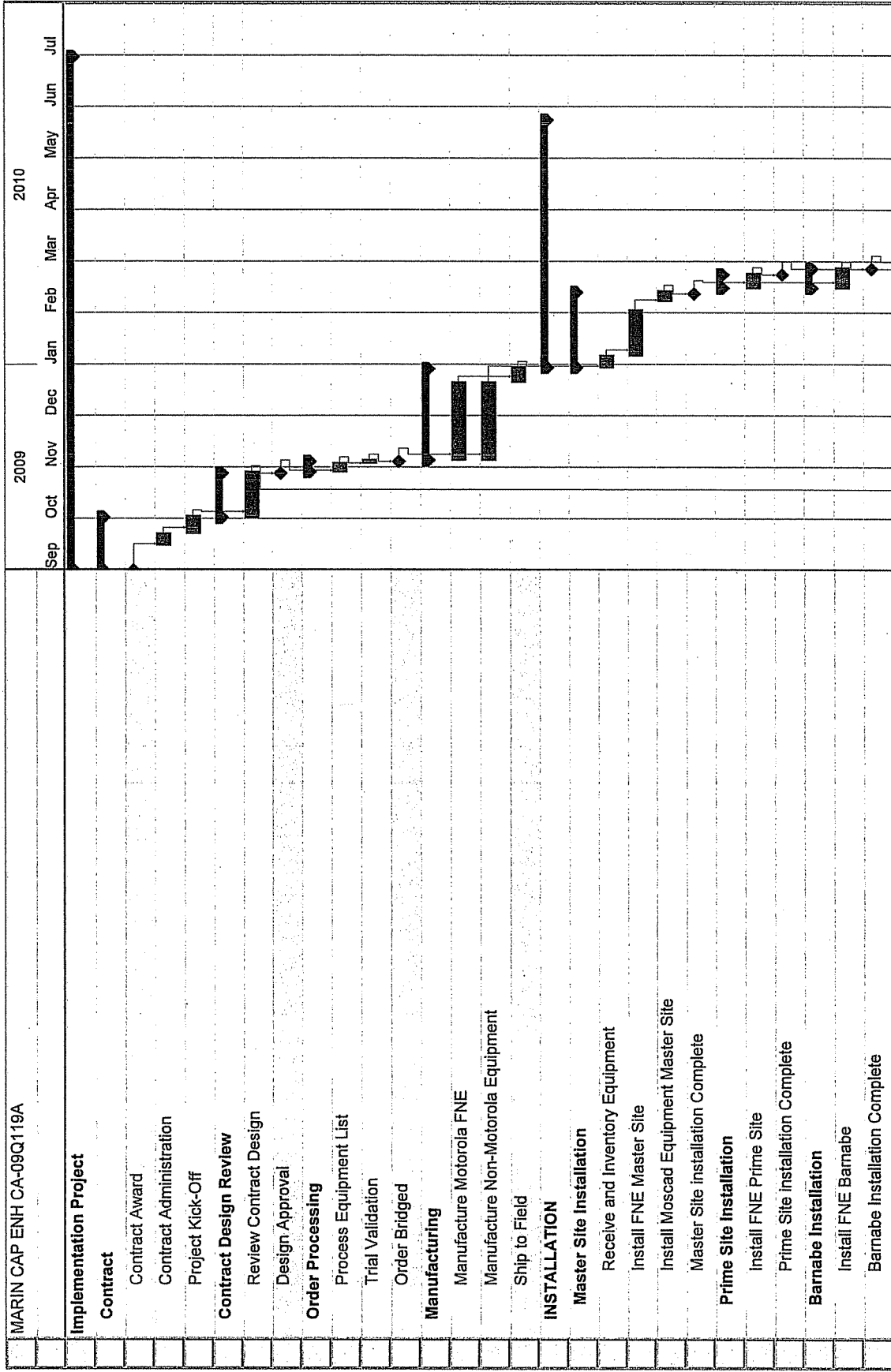
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MERA, Marin County
Channel Expansion
August 12, 2009

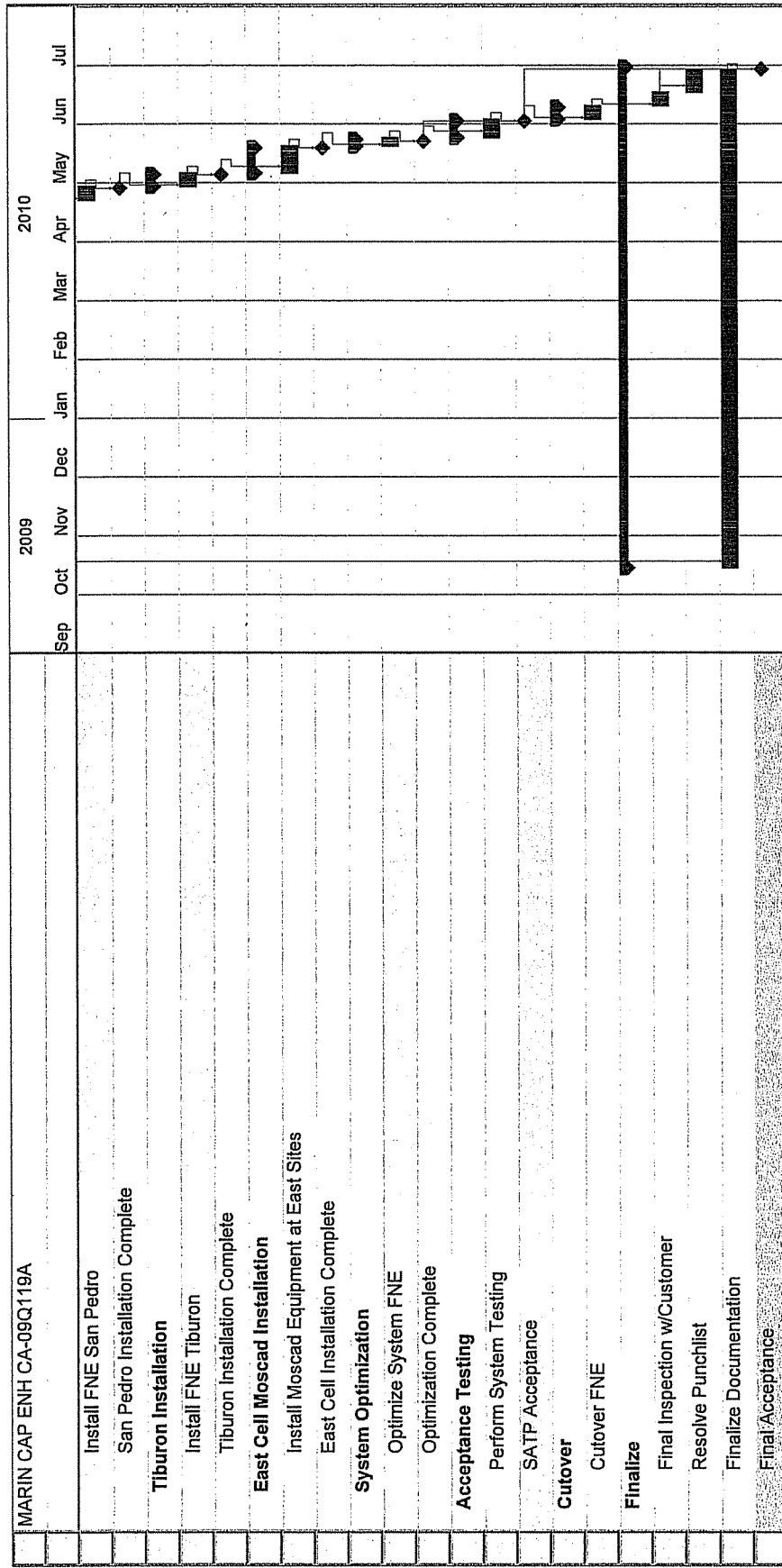
Statement of Work

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MARIN CAP ENH CA-09Q119A - Cust Gantt





Section 6. Acceptance Test Plan

Motorola will perform these tasks during equipment acceptance testing:

1. Perform all Quantar forward and reflected power measurements.
2. Perform with both the new Quantar and AstroTac receiver sensitivity measurements.
3. Show the new AstroTac Comparator's vote the new receivers.
4. Show that the three new channels are in the management system.
5. Show that the three new channels perform trunking.
6. Show that the three new channels repeat incoming mobile traffic.
7. Show that the three new channel's mobile traffic appears at dispatch.



Section 7. Warranty

Motorola will provide warranty per our standard Commercial Warranty, as follows:

This warranty applies within the fifty (50) United States, the District of Columbia and Canada.

LIMITED WARRANTY MOTOROLA COMMUNICATION PRODUCTS

I. WHAT THIS WARRANTY COVERS AND FOR HOW LONG:

Motorola Inc. or, if applicable, Motorola Canada Limited ("Motorola") warrants the Motorola manufactured radio communications product, including original equipment crystal devices and channel elements ("Product"), against material defects in material and workmanship under normal use and service for a period of One (1) Year from the date of shipment.

Motorola, at its option, will at no charge either repair the Product (with new or reconditioned parts), replace it with the same or equivalent Product (using new or reconditioned Product), or refund the purchase price of the Product during the warranty period provided purchaser notifies Motorola according to the terms of this warranty. Repaired or replaced Product is warranted for the balance of the original applicable warranty period. All replaced parts of the Product shall become the property of Motorola.

This express limited warranty is extended by Motorola to the original end user purchaser purchasing the Product for purposes of leasing or for commercial, industrial, or governmental use only, and is not assignable or transferable to any other party. This is the complete warranty for the Product manufactured by Motorola. Motorola assumes no obligations or liability for additions or modifications to this warranty unless made in writing and signed by an officer of Motorola. Unless made in a separate written agreement between Motorola and the original end user purchaser, Motorola does not warrant the installation, maintenance or service of the Product.

Motorola cannot be responsible in any way for any ancillary equipment not furnished by Motorola which is attached to or used in connection with the Product, or for operation of the Product with any ancillary equipment, and all such equipment is

expressly excluded from this warranty. Because each system which may use the Product is unique, Motorola disclaims liability for range, coverage, or operation of the system as a whole under this warranty.

II. GENERAL PROVISIONS:

This warranty sets forth the full extent of Motorola's responsibilities regarding the Product. Repair, replacement or refund of the purchase price, at Motorola's option, is the exclusive remedy. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER EXPRESS WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL MOTOROLA BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCT, FOR ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOST PROFITS OR SAVINGS OR OTHER INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE SUCH PRODUCT, TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW.

III. HOW TO GET WARRANTY SERVICE:

Purchaser must notify Motorola's representative or call Motorola's Customer Response Center at 1-800-247-2346 within the applicable warranty period for information regarding warranty service.

IV. WHAT THIS WARRANTY DOES NOT COVER:

- A. Defects or damage resulting from use of the Product in other than its normal and customary manner.
- B. Defects or damage from misuse, accident, water, or neglect.
- C. Defects or damage from improper testing, operation, maintenance, installation, alteration, modification, or adjustment.
- D. Breakage or damage to antennas unless caused directly by defects in material workmanship.
- E. A Product subjected to unauthorized Product modifications, disassemblies or repairs (including, without limitation, the addition to the Product of non-Motorola supplied equipment) which adversely affect performance of the Product or interfere with Motorola's normal warranty inspection and testing of the Product to verify any warranty claim.
- F. Product which has had the serial number removed or made illegible.
- G. Batteries (they carry their own separate limited warranty).
- H. A Product which, due to illegal or unauthorized alteration of the software/firmware in the Product, does not function in accordance with Motorola's published specifications or with the FCC type acceptance labeling in effect for the Product at the time the Product was initially distributed from Motorola.



- I. Scratches or other cosmetic damage to Product surfaces that does not affect the operation of the Product.
- J. That the software in the Product will meet the purchaser's requirements or that the operation of the software will be uninterrupted or error-free.
- K. Normal and customary wear and tear.
- L. Non-Motorola manufactured equipment unless bearing a Motorola Part Number in the form of an alpha numeric number (i.e., TDE6030B).

V. GOVERNING LAW

In the case of a Product sold in the United States and Canada, this Warranty is governed by the laws of the State of Illinois and the Province of Ontario, respectively.

VI. PATENT AND SOFTWARE PROVISIONS:

Motorola will defend, at its own expense, any suit brought against the end user purchaser to the extent that it is based on a claim that the Product or its parts infringe a United States patent, and Motorola will pay those costs and damages finally awarded against the end user purchaser in any such suit which are attributable to any such claim, but such defense and payments are conditioned on the following:

- A. that Motorola will be notified promptly in writing by such purchaser of any notice of such claim;
- B. that Motorola will have sole control of the defense of such suit and all negotiations for its settlement or compromise; and
- C. should the Product or its parts become, or in Motorola's opinion be likely to become, the subject of a claim of infringement of a United States patent, that such purchaser will permit Motorola, at its option and expense, either to procure for such purchaser the right to continue using the Product or its parts or to replace or modify the same so that it becomes non-infringing or to grant such purchaser a credit for the Product or its parts as depreciated and accept its return. The depreciation will be an equal amount per year over the lifetime of the Product or its parts as established by Motorola.

Motorola will have no liability with respect to any claim of patent infringement which is based upon the combination of the Product or its parts furnished hereunder with software, apparatus or devices not furnished by Motorola, nor will Motorola have any liability for the use of ancillary equipment or software not furnished by Motorola which is attached to or used in connection with the Product. The foregoing states the entire liability of Motorola with respect to infringement of patents by the Product or any its parts thereof.

Laws in the United States and other countries preserve for Motorola certain exclusive rights for copyrighted Motorola software such as the exclusive rights to reproduce in copies and distribute copies of such Motorola software. Motorola software may be used in only the Product in which the software was originally embodied and such



software in such Product may not be replaced, copied, distributed, modified in any way, or used to produce any derivative thereof. No other use including, without limitation, alteration, modification, reproduction, distribution, or reverse engineering of such Motorola software or exercise of rights in such Motorola software is permitted. No license is granted by implication, estoppels or otherwise under Motorola patent rights or copyrights.





Section 8. Terms and Conditions

Motorola Confidential Restricted
Use or disclosure of this proposal is
subject to the restrictions on the title page

MERA, Marin County
Channel Expansion
August 12, 2009

Terms and Conditions

Communications Products Agreement

Motorola, Inc. ("Motorola"), and _____ ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the Products, 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 the exhibits will be resolved in their listed order.

Exhibit A	Motorola "Software License Agreement"
Exhibit B	"Technical and Implementation Documents"
B-1	"List of Products" dated _____
B-2	"Statement of Work" dated _____

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

- 2.1. "Confidential Information" means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. Confidential Information does not include any information that: is or becomes publicly known through no wrongful act of the receiving Party; is already known to the receiving Party without restriction when it is disclosed; is or becomes, rightfully and without breach of this Agreement, in the receiving Party's possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this Agreement; or is explicitly approved for release by written authorization of the disclosing Party.
- 2.2. "Contract Price" means the price for the Products, excluding applicable sales or similar taxes and freight charges.
- 2.3. "Effective Date" means that date upon which the last Party executes this Agreement.
- 2.4. "Equipment" means the equipment listed in the List of Products that Customer purchases from Motorola under this Agreement.
- 2.5. "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).
- 2.6. "Infringement Claim" means a third party claim alleging that the Equipment manufactured by Motorola or the Motorola Software directly infringes a United States patent or copyright.
- 2.7. "Motorola Software" means Software that Motorola or its affiliated company owns.
- 2.8. "Non-Motorola Software" means Software that another party owns.
- 2.9. "Open Source Software" (also called "freeware" or "shareware") means software that has its underlying source code freely available to evaluate, copy, and modify.
- 2.10. "Products" mean the Equipment and Software provided by Motorola under this Agreement.

2.11. "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.

2.12. "Software" means the Motorola Software and Non-Motorola Software in object code format that is furnished with the Products.

2.13. "Warranty Period" means one (1) year from the date of shipment of the Products.

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. SCOPE OF WORK. Motorola will provide and install (if applicable) the Products, and perform its other contractual responsibilities, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2. CHANGE ORDERS. Either Party may request changes within the general scope of this Agreement. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. TERM. Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the expiration of the Warranty Period or three (3) years from the Effective Date, whichever occurs last.

3.4. ADDITIONAL EQUIPMENT OR SOFTWARE. During the Term of this Agreement, Customer may order additional Equipment or Software if it is then available. Each order must refer to this Agreement and must specify the pricing and delivery terms. Notwithstanding any additional or contrary terms in the order, the applicable provisions of this Agreement (except for pricing, delivery, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Payment is due within twenty (20) days after the invoice date, and Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through Motorola Online ("MOL"), and this Agreement will be the "Underlying Agreement" for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at <http://www.motorola.com/businessandgovernment/> and the MOL telephone number is (800) 814-0601.

3.5. MAINTENANCE SERVICE. This Agreement does not cover maintenance or support of the Products except as provided under the warranty. If Customer wishes to purchase maintenance or support, Motorola will provide a separate maintenance and support proposal upon request.

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

3.7. NON-MOTOROLA SOFTWARE. Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software. All Open Source Software is licensed to Customer in accordance with, and Customer agrees to abide by, the provisions of the standard license of the copyright owner and not the Software License Agreement. Upon request by Customer, Motorola will use commercially reasonable

efforts to determine whether any Open Source Software will be provided under this Agreement; and if so, identify the Open Source Software and provide to Customer a copy of the applicable standard license (or specify where that license may be found); and provide to Customer a copy of the Open Source Software source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable).

3.8. **OPTIONAL EQUIPMENT OR SOFTWARE.** This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Motorola which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

Section 4 PERFORMANCE SCHEDULE

If this Agreement includes the performance of services, the Statement of Work will describe the performance schedule.

Section 5 CONTRACT PRICE, PAYMENT, AND INVOICING

5.1. **CONTRACT PRICE.** The Contract Price in U.S. dollars is \$_____.

5.2. **INVOICING AND PAYMENT.** Motorola will submit invoices to Customer for Products when they are shipped and for services, if applicable, when they are performed. Customer will make payments to Motorola within twenty (20) 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 Customer's reference, the Federal Tax Identification Number for Motorola, Inc. is 36-1115800.

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

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

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

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

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

Section 6 SITES AND SITE CONDITIONS

6.1. ACCESS TO SITES. If Motorola is providing installation or other services, Customer will provide all necessary construction and building permits, licenses, and the like; and access to the work sites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its contractual duties.

6.2. SITE CONDITIONS. If Motorola is providing installation or other services at Customer's sites, Customer will ensure that these work sites be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space, air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the Products.

Section 7 ACCEPTANCE

Acceptance of the Products will occur upon delivery to Customer unless the Statement of Work provides for acceptance verification or testing, in which case acceptance of the Products will occur upon successful completion of the acceptance verification or testing. Notwithstanding the preceding sentence, Customer's use of the Products for their operational purposes will constitute acceptance.

Section 8 REPRESENTATIONS AND WARRANTIES

8.1. EQUIPMENT WARRANTY. During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship.

8.2. MOTOROLA SOFTWARE WARRANTY. Unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section that are applicable to the Motorola Software. TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERCEDES THIS SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

8.3. 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.

8.4. 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.

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

8.6. 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 DELAYS

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

Section 10 DISPUTES

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

10.1. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State in which the Products are delivered.

10.2. 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.

10.3. 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.

10.4. 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 Products are delivered. 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.

10.5. CONFIDENTIALITY. All communications pursuant to subsections 10.2 and 10.3 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 11 DEFAULT AND TERMINATION

If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of the default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan. If the non-performing Party fails to cure the default, the performing Party may terminate any unfulfilled portion of this Agreement and recover damages as permitted by law and this Agreement.

Section 12 PATENT AND COPYRIGHT INFRINGEMENT INDEMNIFICATION

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

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

12.3. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Product; (c) Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Product by a party other than Motorola; (e) use of the Product in a manner for which the Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Product.

12.4. This Section 12 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 12 are subject to and limited by the restrictions set forth in Section 13.

Section 13 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or services with respect to which losses or damages are claimed. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 14 CONFIDENTIALITY AND PROPRIETARY RIGHTS

14.1. CONFIDENTIAL INFORMATION.

During the term of this Agreement, the Parties may provide each other with Confidential Information. Each Party will: maintain the confidentiality of the other Party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing Party in writing or as required by a court of competent jurisdiction; restrict disclosure of the Confidential Information to its employees who have a "need to know" and not copy or reproduce the Confidential Information; take necessary and appropriate precautions to guard the confidentiality of the Confidential Information, including informing its employees who handle the Confidential Information that it is confidential and is not to be disclosed to others, but these precautions will be at least the same degree of care that the receiving Party applies to its own confidential information and will not be less than reasonable care; and use the such Confidential Information only in furtherance of the performance of this Agreement. Confidential Information is and will at all times remain the property of the disclosing Party, and no grant of any proprietary rights in the Confidential Information is given or intended, including any express or implied license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by this Agreement.

14.2. PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS.

Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, 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 15 GENERAL

15.1. TAXES. The Contract Price does not include excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within twenty (20) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

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

15.3 WAIVER. Failure or delay by either Party to exercise any 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.

15.4. 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.

15.5. INDEPENDENT CONTRACTORS. Each Party will perform its duties under this Agreement only 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.

15.6. HEADINGS AND SECTION REFERENCES; CONSTRUCTION. 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.

15.7. 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.

15.8. NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either delivered personally 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:

Customer
Attn: _____

fax: _____

Motorola, Inc.
Attn: _____

fax: _____

15.9. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses

and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

15.10. **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.

15.11. **SURVIVAL OF TERMS.** The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.6 (Motorola Software), Section 3.7 (Non-Motorola Software); if any payment obligations exist, Sections 5.1 and 5.2 (Contract Price and Invoicing and Payment); Subsection 9.7 (Disclaimer of Implied Warranties); Section 10 (Disputes); Section 13 (Limitation of Liability); Section 14 (Confidentiality and Proprietary Rights; and all of the General terms in this Section 15.

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

Motorola, Inc.

Customer

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Exhibit A

SOFTWARE LICENSE AGREEMENT

This Exhibit A Software License Agreement ("Agreement") is between Motorola, Inc., ("Motorola"), and _____ ("Licensee").

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

Section 1 DEFINITIONS

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

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

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

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

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

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

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

Section 2 SCOPE

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

Section 3 GRANT OF LICENSE

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

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

Section 4 LIMITATIONS ON USE

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

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

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

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

4.5. Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and

security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

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

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

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

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

6.3. Warranty claims are described in the Primary Agreement.

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

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee

paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than RSS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

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

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

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

Section 9 UNITED STATES GOVERNMENT LICENSING PROVISIONS

This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under Motorola's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

Section 10 CONFIDENTIALITY

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

Section 11 LIMITATION OF LIABILITY

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

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

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

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

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

13.4. **GOVERNING LAW.** This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State 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's Information Assurance Policy addresses the issue of 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.