PREMIER CAD SYSTEM UPGRADE

14-PS-39966

The design, technical, pricing, and other information (“Information”) furnished with this submission is proprietary information of Motorola Solutions, Inc. (“Motorola”) and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola.

MOTOROLA, MOTO, MOTOROLA SOLUTIONS, and the Stylized M Logo are trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license. SYMBOL is a trademark owned by Symbol Technologies, Inc., which is a wholly owned subsidiary of Motorola Solutions, Inc. All other trademarks are the property of their respective owners. © 2013 Motorola Solutions, Inc. All rights reserved.

TABLE OF CONTENTS

Cover Letter

Section 1

Statement of Work 1-1
1.1 General Information 1-1
1.2 Overview 1-1
1.3 Assumptions 1-2
1.4 Project Kickoff Teleconference 1-4
1.4.1 Motorola Responsibilities 1-4
1.4.2 Customer Responsibilities 1-4
1.4.3 Completion Criteria 1-4
1.5 PCAD Server Hardware and Software Procurement 1-4
1.5.1 Motorola Responsibilities 1-4
1.5.2 Customer Responsibilities 1-5
1.5.3 Completion Criteria 1-5
1.6 Server Hardware and Software Upgrade Preparations 1-5
1.6.1 Motorola Responsibilities 1-5
1.6.2 Customer Responsibilities 1-5
1.6.3 Completion Criteria 1-6
1.7 NS Server Installation at Customer Site 1-6
1.7.1 Motorola Responsibilities 1-6
1.7.2 Customer Responsibilities 1-6
1.7.3 Completion Criteria 1-6
1.8 PCAD Application Software Production Upgrade 1-7
1.8.1 Motorola Responsibilities 1-7
1.8.2 Customer Responsibilities 1-7
1.8.3 Completion Criteria 1-7
1.9 PCAD Production Cutover 1-8
1.9.1 Motorola Responsibilities 1-8
1.9.2 Customer Responsibilities 1-8
1.9.3 Completion Criteria 1-8
1.10 Appendix 1: NonStop Cabinet Detail Production Detail 1-9
1.11 Appendix 2: NonStop Build Detail Production & Backup (High Level) 1-10

Section 2

Performance Schedule 2-1

Section 3

Pricing 3-1
3.1 Proposal Equipment List and Detail Pricing 3-1
3.2 Maintenance Summary 3-1

Section 4

PSA Products Agreement.....4-1

March 24, 2014

Mr. Jason McCrimmon
Department Interface
City of Orlando
City Hall
400 South Orange Avenue
Orlando, FL 32801
Phone: (407) 246-2446

Re: Proposal 14-PS-39966 for Premier CAD System Upgrade ("Proposal")

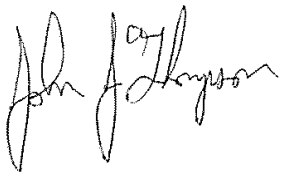
Dear Mr. McCrimmon:

Motorola Solutions, Inc. ("Motorola") is pleased to provide the attached Proposal to City of Orlando. This Proposal is valid for 180 days from the date of this letter.

Motorola's Proposal is subject to the terms and conditions of the attached Products Agreement. You may accept this Proposal by issuing a purchase order that references this Proposal Premier CAD System Upgrade. Alternatively, Motorola would be pleased to address any concerns you might have regarding this Proposal. Please send your order to your Motorola Public Safety Solutions Consultant listed below.

Motorola appreciates your consideration of this Proposal and hopes you will find it acceptable. Motorola would be pleased to address any concerns you might have and we look forward to receiving your response. Please feel free to contact your Motorola Public Safety Solutions Consultant, Clark McCall, (352) 589-5721, Clark.Mccall@motorolasolutions.com with any questions.

Sincerely,
Motorola Solutions, Inc.



John J. Thompson
MSSSI Vice President & Director
North America Integrated Command and Control

Attachments

SECTION 1

STATEMENT OF WORK

1.1 GENERAL INFORMATION

This document describes the Scope of Work involved in upgrading the City of Orlando Fire Department's ("Customer") Premier Computer Aided Dispatch ("PCAD") system. It includes the responsibilities of both Motorola Solutions, Inc. ("Motorola") and the Customer in completing this work.

The system upgrade will be composed of the following components:

Hardware & Software Upgrades:

- New PCAD System Upgrade to v7.0.x
- One (1) HP NS2102M8 NonStop Server Hardware

Motorola will remotely upgrade Motorola applications from current versions listed in section 1.2 to the versions listed in the release notes and outlined below:

- PCAD v7.0
- ATM v5.9.1.2
- AWW v3.6.3.3
- AVL v 3.7.0.2
- AVL Reporting v 3.7.0.2
- Open Query v2.12.1.2
- UDT v4.5.4.4
- MGU v1.3.0.1 (Recommended) Requires ArcGIS 10 upgrade.

Below are the interfaces and third party content that requires attention during the system upgrade. Motorola will not upgrade these subsystems but will manage the interfaces to them as a part of the system upgrade.

- OS J06.15
- RSC v72
- Cerulean MDC
- Paging MetroCall / USA Mobility
- Toning (Zetron 26)
- Tear N Run
- Net Clock
- 911 (1)
- ProQA v 3.4.3.18 (Medical version 12) Can upgrade to Paramount *PCAD 7.0 required.

If factors beyond Motorola's control prevent completion of this project within sixty (60) days of commencement, extension of the project duration must be mutually agreed to and documented via change order.

1.2 OVERVIEW

The Customer is presently operating PCAD with the following systems and services:

- PCAD v6.6.8.65
- ATM v5.9.0.1
- AWW v3.6.2.2
- AVL v 3.6.0.6
- AVL Reporting v 3.3.2.2
- Open Query v2.12.0.2
- UDT v4.5.3.3
- MGU v1.2.1.2

And the following interfaces and third party content:

- OS G06.31.01
- RSC v63
- Cerulean MDC
- Paging MetroCall / US Mobility
- Toning (Zetron 25)
- Tear N Run
- Net Clock
- 911 (1)
- ProQA v 3.4.3.18 (Medical version 12)

1.3 ASSUMPTIONS

1. ProQA Paramount Software is only certified for PCAD v7.0 or higher.
2. Customer must purchase by May 1, 2014 in order to purchase the NS 2100 line. After that date this HP line of servers HP will initiate an end of sale and the next line will become available. Should that happen the Customer will need to submit a change order to obtain the NS2300 and would incur any increases associated with that model change. In addition, due to the end of life announcement of Motorola Solutions Premier CAD this HP line may not be certified and would require the Customer to be charged additional costs to certify the latest line of HP servers and a quote would be required to estimate those additional costs.
3. Customer understands that Microsoft Windows XP will be unsupported as of April 2014 this will potentially expose the Customer to security issues as Microsoft will no longer be providing security patches for the XP OS. Motorola PCAD 7.0 supports Windows XP SP3 but Motorola recommends that the Customer upgrades to reduce vulnerability to security type issues.
4. All shipping charges have been included as a part of this proposal.
5. Customer must use the HP-certified rack included in this proposal to house the NS Server components. The rack is taller and deeper than the previous S-series racks with specification of 79” in height, by 23.54” wide and by 51.19” in depth.
6. The Customer’s Motorola Applications software applications will be remotely upgraded in accordance to the PCAD version release notes.
7. This hardware upgrade will be performed under the terms of the Customer’s Maintenance Agreement.
8. The Customer is responsible for providing hardware that meets the minimum requirement for all of the Motorola Applications servers. Prior to Motorola commencing PCAD server upgrade activities, the OpenQuery, ATM, and UDT servers must be validated by the Customer as meeting the server specifications and requirements as stated in the respective product release notes.

9. The Customer will maintain responsibility for connectivity to all external systems.
10. Motorola is not proposing to perform a network analysis. Diagnosis and correction of any network related performance issues is the sole responsibility of the Customer. Motorola may be engaged to assist as requested through the change order process.
11. The existing Motorola Applications server hardware and existing PCAD interfaces will be re-utilized with the upgraded PCAD system provided they meet the minimum requirements stated in the release notes, the figure below (Figure 1-1. Recommended Server Sizing) lists the recommended sizing but may not be required.
12. This PCAD upgrade and hardware implementation will require that the PCAD system be down and unavailable for production use for up to twelve (12) hours while the upgrade is performed. During this time period, the communication center will need to be prepared to operate in a manual mode. Motorola is providing no consultation or preparation on the "manual" mode operation portion of this project.
13. Customer will require 2 Analog lines in order to conduct testing for pagers.
14. Customer will provide remote access to the existing PCAD server (NonStop), newly installed NS2102 and all other servers as required for installation and testing during upgrades. This requires three (3) existing analog lines for installation, testing, and go live cut. Any analog lines supporting the UDT and Third Party ancillary servers will continue to work and will not be impacted by the NS server upgrade.
15. The Customer will provide technical resources to support installation and testing of the upgrade.
16. This quote is only valid for upgrades to the versions or releases of software listed in Section 1.1.

Application	Server / Work Station	Processors	Memory	Disks Array T	Disks	Database
PMDC	HP ProLiant DL360 G7	2- 2.40GHz/2-core per processor	4 - 32 GB RAM	RAID 1	(2) 146GB	Pervasive 11.0
Airmobile	HP DL 360G7	3.2 Ghz processor 2 core per processor	4 - 32 GB RAM	RAID 1	(2) 72GB	Microsoft SQL Server 7
ATM	HP Z220 SFF Workstation	Intel Xeon E3-1230v2 3.3	4 -16 GB RAM	Single Disk	(1) 250GB	NA
Open Query	HP DL 360G7	3.2 Ghz processor 2-core per processor	4 - 32 GB RAM	RAID 1	(2) 72GB	Microsoft SQL Server 7
UDT	HP DL 360G7	2.80GHz processor 2-core per processor	8 - 32 GB RAM	RAID 5	(6) 146GB	Microsoft SQL Server 7
MGU	HP DL 360G7	2.40GHz	8 - 32 GB RAM	Single Disk	(1) 300GB	Microsoft SQL Server 2008 SP2 (64-bit)
AVL	HP DL 360G7	2.40GHz/2-core	8 - 32 GB RAM	RAID 1	(2) 146GB	Microsoft SQL Server 7

Figure 1. Recommended Hardware Requirements by Product

• Hardware specifications change based on technology availability-- upgrades to application software is required to match PCAD version as stated in the product release notes but hardware of existing systems will not likely require an upgrade unless the system has low drive space, unsupported OS, or SQL versions on hardware that are no longer supported. * Note MS SQL license pricing is based on per core and 2 core processors have additional multipliers that make it more cost effective to buy 4 core processors.

Figure 1-1. Recommended Server Sizing

Product	Operating Systems Supported				Databases Supported							
	Windows 2000	Windows 2003	Windows 2008 32 bit	Windows 64 2008 bit	SQL 2000	SQL 2005	SQL 2008	SQL 2010	SQL 2012	Pervasive 9.0	Pervasive 10.0	Pervasive 11.0
AVL	N/A	N/A	X				X	X	X			
ATM	N/A	N/A	X									
Open Query		N/A	X		X	X	X					
UDT		N/A	X	X	X	X	X					
PMDC		N/A	X	X						X	X	X

* System Administrator(s) should meet hardware requirements that meet or exceed Microsoft recommended specifications for the Database software version selected. If no Database then System Administrator(s) should select Microsoft's recommended hardware for Operating Systems in use.

1.4 PROJECT KICKOFF TELECONFERENCE

In order to finalize the project schedules and procedures, the project will be initiated with a Project Kickoff teleconference that includes key Customer and Motorola project participants.

The objectives of this task are:

- To introduce all project participants
- Review roles of key participants
- Review overall project scope and objectives
- Review resource and scheduling requirements
- Review and finalize project schedule with Customer.

1.4.1 Motorola Responsibilities

Motorola will designate a Project Manager who will direct Motorola Solution's efforts and serve as the primary point of contact for the Customer. The responsibilities of the Motorola Project Manager include:

1. Schedule and hold project kickoff teleconference.
2. Maintain project communications with the Customer's Project Manager.
3. Manage the efforts of Motorola project team and coordinate Motorola activities with the Customer's project team members.
4. Coordinate and oversee the installation of all hardware.

1.4.2 Customer Responsibilities

The Customer will designate a Project Manager who will direct the Customer's efforts and serve as the primary point of contact for the Motorola Project Manager. The responsibilities of the Customer Project Manager include:

1. Attend project kickoff teleconference.
2. Maintain project communications with the Motorola Project Manager.
3. Identify the efforts required of Customer staff and assign appropriate resources to meet the Customer's task requirements described in this Statement of Work.
4. Liaison and coordinate with other Customer agencies, other governmental agencies and the Customer's vendors, contractors and common carriers, as applicable.

1.4.3 Completion Criteria

This task is considered complete when the Project Kickoff Teleconference has been held.

1.5 PCAD SERVER HARDWARE AND SOFTWARE PROCUREMENT

1.5.1 Motorola Responsibilities

1. Acquire contracted hardware and software. System components are shown in Section 1.10 and will arrive installed in a HP-certified server rack.

2. Notify the Customer when to expect large equipment deliveries.
3. Deliver the contracted equipment to the Customer's designated location.

1.5.2 Customer Responsibilities

1. Receive and safely store the contracted equipment upon delivery.
2. Perform site preparations as described below in Customer Responsibilities in Server Hardware and Software Upgrade Preparations (Section 1.6.2).
3. Procure any Customer-provided hardware components in accordance with the hardware and operating system software specifications.
4. Provide access to dumpsters for the removal of trash and shipping containers.
5. Sign off payment milestone as stated in exhibit "C" Payment Schedule.

1.5.3 Completion Criteria

This task is considered complete upon signature accepting shipment of contracted equipment to the Customer's designated location.

1.6 SERVER HARDWARE AND SOFTWARE UPGRADE PREPARATIONS

The objective of this task is to ensure that the site is ready for receipt of the new hardware and commencement of upgrade activities.

1.6.1 Motorola Responsibilities

1. Perform preliminary conversion of existing data files to new PCAD file formats.
2. Perform preliminary conversion of existing interfaces to new PCAD file formats.
3. Motorola will provide up to two (2) hours of remote telephone consultation for the support of customer's efforts for site preparation over a ten (10) business day period.

1.6.2 Customer Responsibilities

1. Provide sufficient work space, power, and network access and connectivity for all hardware components.
2. Provide access to all required facilities and locations necessary to perform the site installation activities.
3. The Customer is responsible for computer room preparation, network hardware and cabling installation, power and electrical provision, E911 controller equipment, NetClock equipment and antennae, and other interface equipment and/or connection points sufficient to allow dual operation of the existing and newly installed NS2102 system. Motorola is not performing a site survey within the scope of this proposal.
4. Provide power in the equipment room that meets the below requirements:

   A. Nominal Voltage: 208 VAC (with a voltage tolerance or variation of 200-240 VAC)

B. Branch Circuits: Two (2) total (1 enclosures, 2 branch circuits in the enclosure) NEMA L6-30R receptacles for powering the system

C. Circuits, breakers, wire/conductor size, receptacles should be sized per National Electrical Code and distance from (source) disconnect to receptacle, voltage, and ambient temperature.

D. Match power receptacles to the power cord plug for each of the Motorola Applications servers.

E. Heat output: 960 Watts (3275 BTU/Hr) (sizing for A/C Cooling requirements).

F. Provide all Customer-supplied telephone, external interface connection points.

G. CAT 5 cable shall not be installed in the same conduit, cable runway, outlet box, or similar device with AC power cables, unless separated by a barrier as allowed in NFPA 70, Article 800-52.

1.6.3 Completion Criteria

This task is considered complete upon Motorola providing up to two (2) hours of remote telephone consultation or the conclusion of the ten (10) business day period, whichever occurs first.

1.7 NS SERVER INSTALLATION AT CUSTOMER SITE

The objective of this task is to install the new NS2102 servers at the Customer's facilities.

1.7.1 Motorola Responsibilities

1. Travel to Customer's site.
2. Install new server hardware for production and backup.
3. Install the new operating system software for production and backup
4. Perform preliminary task to create a staging and training pathway on systems.
5. Verify connectivity for remote Motorola employees to perform staging tasks on both systems.
6. Prepare system for installation of proposed PCAD version of software on both NS2102 systems.
7. Demonstrate power-on of new servers.

1.7.2 Customer Responsibilities

1. Create and provide Motorola a backup of existing PCAD data.
2. Install server rack into dedicated space in server room. NS2100 racks must be used and may not be dismantled in any way or it could void warranties.
3. Provide sufficient work space, power, and network access and connectivity for all hardware components.
4. Provide access to all required facilities and locations necessary to perform the site installation activities.

1.7.3 Completion Criteria

This task is considered complete upon Motorola conducting a power-on demonstration of new server.

1.8 PCAD APPLICATION SOFTWARE PRODUCTION UPGRADE

The objective of this task is to install the upgraded PCAD software and initialize the PCAD pathways.

1.8.1 Motorola Responsibilities

1. Install the proposed version of PCAD software on proposed hardware and initialize the PCAD production pathway.
2. Create a backup of the upgraded PCAD data for restoration on the newly created NS2102 servers.
3. Install and configure the existing interfaces on the new PCAD pathway.
4. Provide instructions to the Customer to install the client application software upgrade on PCAD workstations at the communications center. Customer may use deployment tools such as imaging to deploy work station client software.
5. Remotely upgrade Motorola applications in accordance with PCAD release notes as noted in section 1.1.
6. Remotely review with the Customer release notes on new system administration requirements and functionality with Customer.
7. Restore a backup tape from the existing production server to the new server.
8. After successful migration, shut down existing S7402 server and box up for shipment to HP for Trade-in credits.

1.8.2 Customer Responsibilities

1. Create and provide Motorola a backup of existing PCAD data, prior to Motorola performing PCAD application upgrade.
2. Coordinate the activities necessary to bring down the production system, i.e. closing incidents, signing units off duty, and signing PCAD users off duty.
3. Install client application upgrade on PCAD workstations at the communications center and install upgrade client software on all remote workstations.
4. Provide and make available (during business hours, 8:00am to 5:00pm) the appropriate lines for the testing of interfaces.
5. Verify functional operation of the upgraded PCAD and Motorola Applications software on the new production server and Motorola Applications servers. Notify Motorola of any functional errors or anomalies.

1.8.3 Completion Criteria

This task is considered complete when the new server and upgraded PCAD software and Motorola Applications software have been installed in both production and back up environments have been verified as operational.

1.9 PCAD PRODUCTION CUTOVER

1.9.1 Motorola Responsibilities

1. Demonstrate that the upgraded system is operational.
2. Assist the Customer staff in resuming production operations on the upgraded system.
3. Provide the services of on-site resources to monitor the subsystem the day of and one day following the cutover. 24-hour floor support will not be provided.
4. Motorola will remain on site if conditions warrant (i.e. severity level 1 system problems).

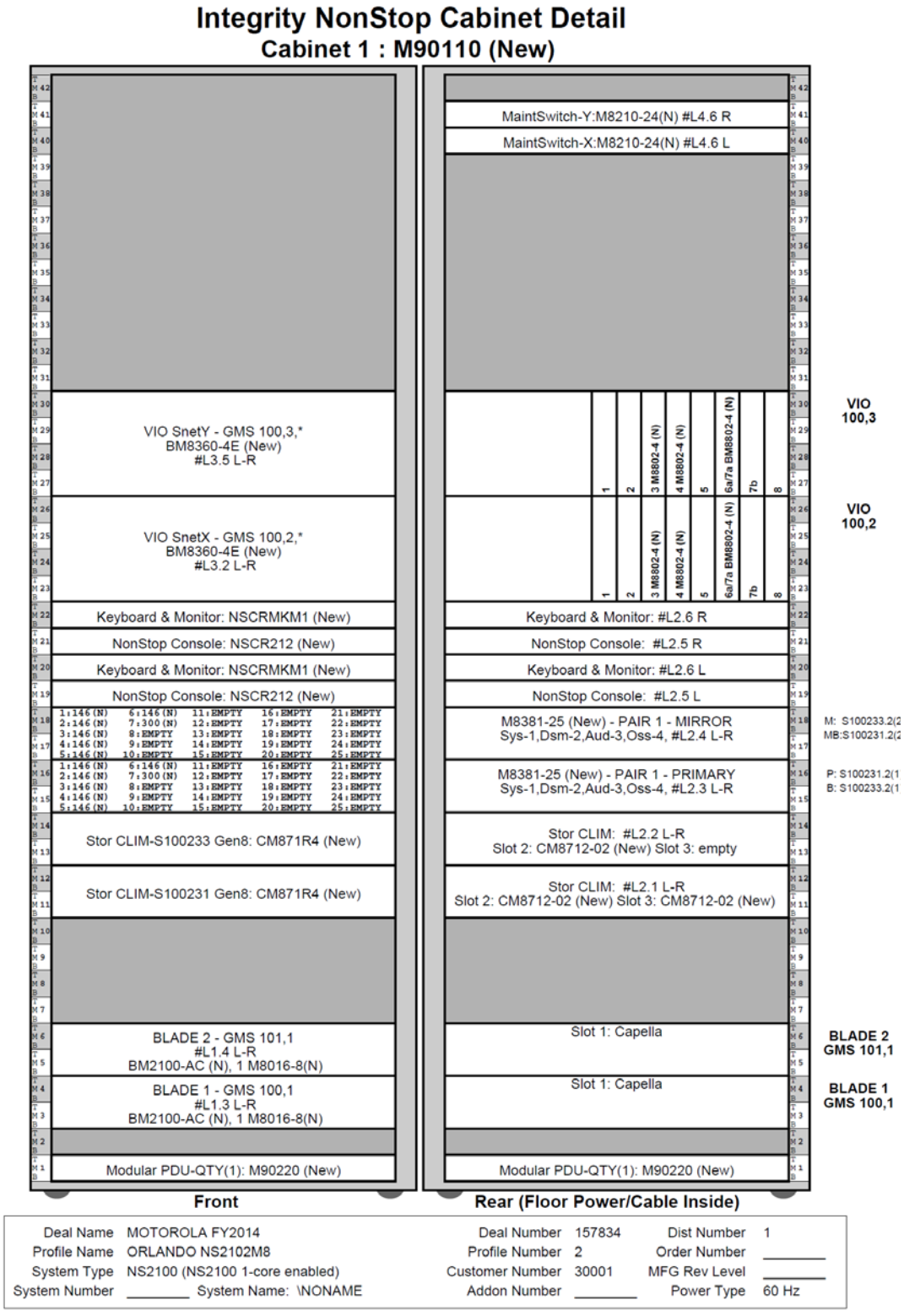
1.9.2 Customer Responsibilities

1. Attend demonstration with Motorola to validate that production system is operational.
2. Schedule personnel to support the commencement of production use on the upgraded system.
3. Assist in packaging and shipping of all parts to be shipped to HP. HP will provide a RMA for the hardware return.

1.9.3 Completion Criteria

This task is considered complete upon the resumption of PCAD operations on the production system.

1.10 APPENDIX 1: NONSTOP CABINET DETAIL PRODUCTION DETAIL



1.11 APPENDIX 2: NONSTOP BUILD DETAIL PRODUCTION & BACKUP (HIGH LEVEL)

Motorola Solutions Nonstop Build of Materials (High Level Detail)		
Product Number	**Description**	**Detail**
M2102M8	HP NONSTOP NS2100 2P 8GB HW BUNDLE	Two NonStop processors each witha 1.33 GHz Intel Itanium 9300 series processor with 16 MB cache, 8 GB of memory,single core enabled.
M8415-300	(2) 300GB 15K SAS 6G SFF HDD	300GB SFF SAS dual ported 15,000 RPM enterprise hard drive for use in the NonStop Storage CLIM.
M8415-146	(6) 146 GB 15K SAS 6G SFF HDD	146GB 6G 2.5 inch SAS dual ported 15,000 rpm enterprise hard drive for use in storage CLIM.
M8705A	HP SAS TABLE TOP TAPE DRIVE	This product works with NS and NSB NonStop servers. It adheres to the LTOg5 standard, and is compatible with LTOg4 and LTOg3 media
M90110	HP NONSTOP 42U INTELLIGENT RACK	42 U NonSotp commercial rack without PDUs, side panels or a stability kit.
M8331-6	HP NONSTOP SINGLE PH UPS NA/JPN R2	A high power density 5000VA/4500 watts UPS supporting NA/JPN geographies; bundled with a UPS Network module for enterprise-wide intelligent manageability.
Q9640	VIEWPOINT	Viewpoint supplies a single-system view of what is happening in a Nonstop server network. It consolidates status and event information from multiple systems onto its displays.
QSA57	EXPAND	EXPAND networking system in an extension of the NonStop Operating System to permit interconnection of up to 255 HP Integrity NonStop systems.
QSB81	COBOL85 RUNTIME FOR TNS	COBOL85 Run-time library required by TNS COBOL85 applications running on the integrity NonStop NS-Series Server (TNS/E).
QSM67V1	RSC/MP WINDOWS 32 CLIENT V1.0 UPD 7	RSC/MP client support for Microsoft Windows 32 OS.
QSN01	NONSTOP OS, MISSION CRITICAL EDITION	NonStop Operating System, Mission Critical Edition (NonStop OS, MCE) for HP Integrity NonStop Blade Systems is specifically optimized for Intel (tm) Itanium (tm). processors.
QSN51	NS OS SECURITY ENHANCEMENT J SER	This is a required dependency for NonStop OS orders after September 1st, 2010
QSR76	PATHWAY WITH TS/MP	Pathway with NonStop TS/MP consists of: TS/MP 2.0 Pathway iTS (SCOBOL and Web applet facility)
QSA32	PERFORMANCE MGMT BUNDLE - HOST	QSA32 includes the upgraded host components of the Performance Management Bundle. These include: Measure (Q9086) ViewSys (QSE11) GPA (Q6942) Performance Data Collector (QSJ42)

SECTION 2

PERFORMANCE SCHEDULE

The following pages provide the estimated Performance Schedule.

The Duration column shows the approximate window during which the task is to occur. The activity will not necessarily occupy the entire Duration shown.

Task order and timeframes can and will be modified by Project Manager to meet expected customer milestones.

Type	Name	2014 Sep	Oct	Nov
Summary	**Hardware NS 2102 M8**			
Task	NS 2102 M8 Nonstop Hardware			
Summary	**(No Cost 7503 Maintenance Project)**			
Phase	**Project Administration**			
Task	Project Management			
Task	Internal Kickoff			
Task	Project Kickoff Teleconference			
Phase	**CAD Upgrade Project Start**			
Task	Techincal Support and Planning			
Activity	**Offsite Preparation**			
Task	Order HW/SW			
Task	Hardware/Software Ships to Customer			
Task	Customer Provided backup of data			
Task	HP Nonstop Preparation			
Task	Application Preparation			
Task	Preliminary File Conversions			
Task	Mobile Interface Conversion			
Activity	**Create Customer Staging Pathway**			
Task	Create Staging Pathway			
Task	Backup customer architecture (code,data,config)			
Task	Restore customer architecture (code,data,config)			
Task	Modify obeyform			
Task	Cold start pathway			
Task	Validate pathway			
Task	Upgrade pathway			
Task	Verify Base Functionality			
Task	Production Readiness Testing			
Task	Customer Tests Staging Pathway			
Activity	**On-Site Implementation**			
Task	Bring Production CAD System Down			
Phase	**NS Server Installation**			

Type	Name	2014 Sep	Oct	Nov
Task	Install New NS Server			
Task	Configure NS Server			
Task	Upgrade Pathway			
Task	Convert Event and Audit Files			
Task	Interface Configuration Setup (See SOW for list)			
Task	Install Upgrade Software on Comm Center Workstations			
Task	System Test			
Milestone	System Live			
Task	Configure Training System Software			
Task	On-Site Support			
Phase	**CAD Training**			
Task	Remote CAD Overview of 7.0 Features			
Task	Remote TMF Overview System Administration Requirements			

SECTION 3

PRICING

3.1 PROPOSAL EQUIPMENT LIST AND DETAIL PRICING

Category	Name	------Qty------	Total
Server Hardware and Software			**$169,384**
	HP NS2102 Server Hardware for Premier CAD	1	
	HP NS2102 Server Software for Premier CAD	1	
	Grand Total		**$169,384**

3.2 MAINTENANCE SUMMARY

Maintenance Summary	
Year 1	**Warranty**
Year 2	**$27,251**
Year 3	**$28,613**
Year 4	**$30,044**
Year 5	**$31,546**

Note: *Maintenance pricing is based on 2013 rates, subject to then current rates upon commencement. Changes to configuration or count will result in a change to maintenance pricing.*

Maintenance for Third Party products is subject to change based on prices quoted from the partners for first year of maintenance.

SECTION 4

PSA PRODUCTS AGREEMENT

The PSA Products Agreement is on the following pages.

Products Agreement

Motorola Solutions, Inc. ("Motorola"), and City of Orlando ("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 "Pricing" dated March 24, 2014
B-2 "Statement of Work" dated March 24, 2014
Exhibit C "Payment Schedule" (if applicable)

Section 2 DEFINITIONS

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. “Specifications” means the functionality and performance requirements described in the Technical and Implementation Documents and any published descriptions of the Products.

2.14. “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 coday be applicable).

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

3.9. OPTIONAL EQUIPMENT OR SOFTWARE. This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to 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 $169,384.00.

5.2. INVOICING AND PAYMENT. Unless otherwise set forth in a Payment Schedule attached as Exhibit C, 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.

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

Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

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	**Motorola Solutions, Inc.**
Attn: _____	Attn: _____
_____	_____
_____	_____
fax: _____	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.

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.

Seller		**Customer**	
By:	_____	By:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

Exhibit A

SOFTWARE LICENSE AGREEMENT

This Exhibit A Software License Agreement ("Agreement") is between Motorola Solutions, Inc., (“Motorola"), and City of Orlando (“Licensee”).

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

Section 1 DEFINITIONS

1.1 “Designated Products” means products provided by Motorola or other suppliers 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” refers to 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 one other 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. The license for Cityworks or Customer Service Request Software is for the use of the Software with the Designated System or for the specified number of Concurrent Users for which it was provided, the purpose for which it was designed and only for the application specific use covered by this Agreement, or the Primary Agreement. This license does not allow access to the Software through other Designated Systems except as specifically permitted. "Concurrent User" means the maximum number of concurrent connections to Software authorized by this Agreement or the Primary Agreement at any one instance in time. "Designated System" means the computer hardware and operating system configuration specified in the Primary Agreement for which the Software is licensed for use. Additional Designated System licenses are required for communication with additional instances of a database or additional databases.

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

Exhibit B

Technical and Implementation Documents

B-1 “Pricing” See Section 3

B-2 “Statement of Work” See Section 1

Exhibit C

Payment Schedule

Payment Milestone		**Payment**
1.)	Execution of Contract	20%
2.)	Completion of the Site Readiness Review and Delivery of the Interface Requirement documents	20%
3.)	Delivery of applicable System Hardware and Application Software to Customer Site	50%
4.)	Final System Acceptance	10%