

LAKE NONA SIMULCAST SITE



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SYSTEM DESCRIPTION

1.1 EXISTING SYSTEM OVERVIEW

The City of Orlando's (City) radio communications system is a 7.17 Motorola Solutions, Inc. (Motorola) Project 25 (P25) 22-channel simulcast site with the following five sub-sites:

- Water Treatment Plant--(Master/Prime/Remote).
- Greater Orlando Airport Authority (GOAA)--(Remote).
- Pershing--(Remote).
- Orange County Courthouse--(Remote).
- Clarcona--(Remote).

1.2 PROPOSED SYSTEM OVERVIEW

Motorola proposes adding a sixth sub-site. The proposed site, referred to as Lake Nona, resides at Latitude: 28° 21' 11.01" N, Longitude: 81° 13' 47.71" W. This proposal includes relocating the City's RF equipment from storage and installing it in the new Motorola Standard Building (MSB) shelter, installing a new microwave hop to Pershing, and installing a 200-foot self-supported tower with light.

1.3 FREQUENCY PLAN

Lake Nona will use the existing 7.17 system 800 MHz frequencies. The frequencies used by City are in the 806 MHz (National Plan) band. They are subject to Region 9 rules that call for FRIP compliance. The City's FCC license will also be subject to modification to reflect the changes proposed. The City is responsible for all frequency coordination preparation and costs and securing FCC licensing, FAA authorization, and compliance with any other local, state or federal regulations including obtaining any waivers as may be required (this includes the microwave). Motorola will be glad to assist the City in running the FRIP.

1.4 SITE CONFIGURATIONS

Motorola is assuming that sites are available and suitable for use in terms of access, footprint, electrical, etc. Major equipment components of the Lake Nona Remote Site and the Water Treatment Plant Site follow in Table 1-1 and Table 1-2.

Table 1-1: Lake Nona Remote Site

| Quantity | Description |
|----------|---|
| 2 | S 2500 Routers (from City of Orlando) |
| 2 | HP2610 Switches (from City of Orlando) |
| 22 | GTR 8000 Base Radios (from City of Orlando) |
| 1 | GPS Synchronization System (from City of Orlando) |
| 1 | MOSCAD Site System (from City of Orlando) |



| Quantity | Description |
|----------|---|
| 3 | New 8 Channel dB Spectra Combiners |
| 1 | New Receive Antenna Network with Tower-Top Amplifier |
| 3 | New Transmit Antennas Networks with Combiner |
| 1 | New Receive Antenna |
| 1 | New 6 GHz Microwave Hop to Pershing |
| 1 | Integration of Lake Nona Microwave Spur into existing Microwave Network |
| 1 | New Set of Site Spares |
| 1 | New 12-foot x 16-foot MSB Shelter |
| 1 | New Fuel Tank 500 Gallons–Propane |
| 1 | New Generator Size–50kW, Type–Outdoor |
| 1 | New 16 KW UPS |
| 1 | New 200-foot Self-Supported Tower |
| 1 | New LED Tower Light |

Table 1-2: Water Treatment Plant Site

| Quantity | Description |
|----------|---|
| 1 | Integration of Lake Nona Site into existing 22 GCM 8000 Comparators |
| 1 | Integration of Lake Nona Site into Enhanced UEM |

1.5 RF NETWORK DESCRIPTION

The coverage map provided in Section 2.2 (portable with public safety microphone inside medium density buildings) is for informational-only purposes. This quote includes coverage demonstration services. However, as stated earlier in this proposal, compliance to all FCC rules, including the Region 9 provisions, is the responsibility of the City and is required prior to any coverage testing or subsequent use of the system.

1.6 PROJECT 25 STANDARDS

Motorola supports the Project 25 standards process, delivering P25 IP-based digital trunked systems since 2001. Motorola has successfully implemented many P25 FDMA Integrated Voice & Data (IV&D) trunked radio systems including many city, county, and statewide systems. These systems operate using FDMA techniques, with a single channel occupying 12.5 kHz of bandwidth. P25 FDMA is comprised of a suite of voice and data standards defined by TIA-102 standards documentation.

1.7 ASSUMPTIONS

1. The City will provide adequate electrical, grounding, and other facility improvements as may be required and will be compliant to all applicable codes.



Please review the Statement of Work in Section 3 for further assumptions.



ACCEPTANCE TESTING

2.1 COVERAGE ACCEPTANCE TEST PLAN

2.1.1 Overview

Motorola Solutions, Inc. (Motorola) recognizes that the most important performance criterion of City of Orlando’s (City) upgraded communications system is coverage. After complete installation and optimization of the system, coverage will be verified by the successful completion of the following Coverage Acceptance Test Plan (CATP). The CATP is designed to verify that the voice radio system implemented by Motorola meets or exceeds the required coverage reliability within the City’s guaranteed service area as indicated on Motorola’s coverage maps. The guaranteed service area will be divided into a statistically valid number of test tiles. The test tiles will then be tested to ensure that Motorola’s coverage commitment has been met.

To verify that Motorola’s coverage guarantee has been met, Motorola will conduct audio quality tests in the green painted areas of coverage, as depicted by the guaranteed coverage map. The green areas depict coverage provided by the ASTRO® 25 site simulcast subsystem. Motorola guarantees that at least 95% of the test tiles within the combined painted areas of the guaranteed coverage map will pass the audio quality coverage test as described in this document. Consistent with Telecommunications Industry Association (TIA) document TSB-88C, Delivered Audio Quality (DAQ) 3.0 is defined as “Speech understandable with slight effort. Occasional repetition required due to Noise/Distortion”. All testing will be performed by vehicle based test teams, utilizing a portable radio attenuated to simulate performance inside 14.6 dB buildings. The performance of this CATP will demonstrate that DAQ 3.0 is provided at the required 95% reliability, over the course of the painted areas of the guaranteed coverage map.

The guaranteed coverage map and associated coverage commitment is summarized in Table 2-1.

Table 2-1: Coverage map and associated coverage commitment

| City of Orlando Guaranteed Voice Coverage Map | Map # | Reliability Guarantee at DAQ 3.0 |
|--|-------|----------------------------------|
| Portable with Public Safety Speaker Mic, in 14.6 dB Buildings, DAQ 3.0 | 1 | 95% of the Green Painted Areas |

2.1.2 Coverage Acceptance Test Plan Definitions

Several definitions are needed to describe the coverage test method accurately. Where cited, these terms or methods are defined in TSB-88C.

Service Area and Painted Area

The service area is the geographical region in which communications will be provided that meets or exceeds the specified Channel Performance Criterion (CPC) at the specified reliability for the specified equipment configurations. The specific geographical region in this case is the painted area contained within the borders of City of Orlando. The painted areas of the guaranteed coverage map indicate areas in which communication will be provided that meets or exceeds the specified CPC, at specified reliability, for the specified equipment configurations.

To test and verify coverage performance, Motorola will test only the painted areas shown on the guaranteed coverage map included in this proposal. The required coverage reliability of the painted area is 95%.

Required Equipment

Audio quality tests will be performed by each test team using an APX 7000 portable radio that has been attenuated to simulate a portable radio equipped with public safety microphone (using antenna mounted on the microphone) and operated inside a 14.6 dB building. The test antenna will be center-roof mounted and clear of any obstructions.

A GPS receiver package contained within a Motorola Voyager™ Test Kit (including a separate portable radio and roof mounted antenna), will be used in the test team's transport vehicle, to assist the test team in determining that they are testing in the proper tile and for collecting informational data. A laptop computer will be loaded with a geographical database that will display City of Orlando's service area. In conjunction with this GPS receiver, the laptop computer will track the transport vehicle's location on the map display.

Test Team Configuration

Each field and dispatch team will consist of at least one Motorola representative and one city representative. A City representative will drive the City-supplied vehicle for the field team and the Motorola representative will assist with navigation to the test points. In order to accommodate the test team members comfortably and accommodate all required testing equipment, the City will provide full-sized sedans, vans, or SUVs. At the beginning of each test day, the individual test teams will be assigned a block of tiles to be tested for the day. The exact number of field and dispatch test teams will be mutually agreed to by the City and Motorola. Each test team will be expected to conduct coverage testing eight hours a day for up to several weeks, excluding weekends and holidays.



2.1.3 CATP Procedures

Test teams will be performing actual audio voice tests for evaluating coverage in the ASTRO 25 digital simulcast trunked system. Prior to beginning the coverage testing, all test team members will attend a briefing detailing the procedures that will be used to perform the test. Each team will be provided a copy of this test procedure and the forms that will be used to record the results of each test tile. At the beginning of each day's coverage testing, the following information will be recorded on the form for each test team including field and dispatch: team ID, team member names and contact information, name of member to record data, date of test, and test start time and test end time.

The CATP will be comprised of an audio quality test performed in each test tile. In order to ensure the random selection of all test locations, all tests will be performed immediately after entering each test tile. All tests will be performed with the vehicle in motion. If the initial audio quality test fails, the test team will insure the vehicle has moved at least three feet and perform a second test. If the retest passes then the tile is considered as passed. If this retest fails, then the test tile is considered to have failed.

Audio quality tests shall be performed and the pass/fail results will be recorded for each test tile. Once a test team in the field is ready to perform a test in a given test tile, a field test team member will make contact with the test team located at one of the console positions and then transmit the test message. The test team based at the console position will then determine if the test message was received successfully at DAQ 3.0 as defined in this document. The test team at the console position will then transmit a test message to the test team in the field, who will in turn determine the pass/fail status of that voice test.

The following defines the detailed procedure for audio quality testing:

2. One or more test teams will be positioned at a console location (console team) and field test teams will drive the test area in vehicles (field team). All testing will be performed on roads utilizing a vehicle based radio, attenuated to simulate a portable inside 14.6 dB buildings. Test teams will ensure that there is no excessive noise that could affect their ability to clearly hear and transmit test messages.
3. Field team members will notify the console team that they are in a given test tile and they are ready to perform testing. The field team will then transmit a standard test count, no longer than 8 seconds in duration. An example of a valid test count would be "This is test team 1, from test point #1. 1, 2, 3, 4, 5, how do you copy?"
4. The console team will judge if the message was delivered successfully, using the definition of DAQ 3.0 as the pass/fail criteria. Consistent with Telecommunications Industry Association (TIA) document TSB-88C, DAQ 3.0 is defined as "Speech understandable with slight effort. Occasional repetition required due to Noise/Distortion".
5. The console team will transmit a standard test count. An example of a valid test count would be "Test team 1, from test tile #1. Message understood, how do you copy?"
6. The mobile team will judge if the message was delivered successfully, using the definition of DAQ 3.0 as the pass/fail criteria and respond with "Test team 1 message understood or Test team 1 message unreadable".
7. The pass/fail status of each voice test will be determined by a consensus of the receiving team at the time of the actual test. The test teams will record the pass/fail results of each test tile. The results will be compiled using the supplied test forms.
8. TSB-88 allows for repetition in the definition of DAQ 3.0 "Speech understandable with slight effort. Occasional repetition required due to Noise/Distortion". Should any voice test initially fail, the field test team will ensure the vehicle has moved at least three feet and perform a second test in the same manner as discussed above. A passing retest will render that test tile a pass. If the retest also fails, the individual test point will be declared as failed.



2.1.3.1 Mandatory Buildings Subjective Voice Quality Testing

Motorola Solutions will perform subjective inbound and outbound voice testing in each of the agreed upon buildings. Testing will verify talk-out and talk-in at a DAQ 3.0 performance of the system. Those buildings will be considered to be passed as long as 95% of the testing points within the building meet or exceed the CPC of DAQ-3.0. It will be the responsibility of the City to provide access to each building in a manner that does not delay the testing effort.

The procedure for the mandatory building subjective DAQ coverage test will be as follows:

- To perform a statistically valid subjective DAQ test, a large group of people is required to ensure high confidence in the results. However, obtaining a large group of people for a subjective listening test is usually impractical; therefore, a minimum of three people should be used for the test. Since a group this small cannot provide statistically significant results, it is very important that the personnel participating in the subjective test be familiar with the sound of radio conversations.
- A fixed control point location will be established. Prior to testing, the City and Motorola Solutions will agree upon a procedure to allow each audio transmission to be evaluated for approximately five seconds.
- The test participants will be divided into teams, each consisting of personnel from the City and Motorola Solutions. Each team will have members that operate a portable unit inside the building and members that are stationed at a console position. An odd number of team members is required for the pass/fail consensus.
- Each mandatory building must be divided into test points:
 - 40,000 square feet per floor or less—The building's lowest floor that is completely above ground level will be tested. This lowest floor test will include a minimum of 20 test points, evenly distributed throughout the floor. The 20 test points will include at least one test point at each of the furthestmost accessible locations in the northern, southern, western, eastern, and one in the center of the floor, as well as one point in each stairwell entrance. All test locations will be above ground level. If no more than 5% of the test points on this floor have been shown to have failed, then this particular building is considered to have passed. If more than 5% of the test points on this floor have been shown to have failed, then a full building test will need to be performed. If necessary, the full building CATP will include 20 points, evenly distributed throughout each of the remaining upper floors. The 20 points will include at least one test point at each of the furthestmost accessible locations in the northern, southern, western, eastern, and one in the center of the floor, as well as one point in each stairwell entrance on each floor. All test locations will be above ground level. There will be a minimum of 100 test points per full building test.
 - Greater than 40,000 square feet per floor—The building's lowest floor that is completely above ground level will be tested. All test points will be evenly distributed throughout the floor. The total number of test points required to achieve a maximum of 50-foot sample spacing will be employed. The total points will include at least one test point at each of the furthestmost accessible locations in the northern, southern, western, eastern, and one in the center of the floor, as well as one point in each stairwell entrance. All test locations will be above ground level. If no more than 5% of the test points on this floor have been shown to have failed, then this particular building is considered to have passed. If more than 5% of the test points on this floor have been shown to have failed, then a full building test will need to be performed. If necessary, the full building CATP will include evenly distributed points throughout each of the remaining upper floors. The total number of test points required to achieve a maximum of 50-foot sample spacing will be employed. The total points will include at least one test point at each of the furthestmost accessible locations in the northern, southern, western, eastern, and one in the center of the floor as well as one point in each



stairwell entrance on each floor. All test locations will be above ground level. There will be a minimum of 20 test points per floor and a minimum of 100 test points per full building test.

- The talkout and talkback field tests for all test points will be performed utilizing a portable with a ¼-wave stubby antenna and public safety microphone on the shoulder. The field test unit will make a call and identify the test building and grid number and repeat one of ten phonetically balanced phrases (approximately 8 seconds in length). The fixed location unit (console or control station) test team will then determine if the voice passes or fails the DAQ 3.0. The fixed location will then repeat 1 of the 10 phonetically balanced phrases (approximately 8 seconds in length) and the field team will in turn determine if the voice passes or fails the DAQ criteria.
- If any test point should fail, the test team will move to a nearby location and perform another test in the same manner. Either passed test will render that test point a “Pass”. Based on the TSB–88B definition of DAQ 3.0, which allows for repetition, no more than 5% of the test points within a given building may be deemed to have passed due to a successful retry.
- Each critical building’s coverage acceptance will be based on demonstrating that 95 percent of the test point locations provide an audio quality of DAQ–3.0 or better. Per the RFP requirements, If any of the mandatory buildings fail to demonstrate an audio quality of DAQ–3.0 for 95 percent of the points tested, the following procedure will be followed:

Measurements will be made from every failed test point to determine if in–building loss exceeds 14.6 dB for that specific test point.

- If penetration loss exceeds 14.6 dB, that specific test point will be omitted from reliability calculations.
 - If penetration loss is equal to or less than 14.6 dB, that specific test point will remain included in the reliability calculations.
 - After determining which (if any) test points are omitted, reliability calculations will be repeated. At that time, reliability of less than 95% for the structure represents a failure for the building.
- Motorola Solutions reserves the right to review any test tiles that fail the subjective DAQ tests. Each building will be evaluated independently of each other. A failed test for one building does not constitute a failure of another building.

2.1.4 Evaluation of Test Results

After testing is performed in all test tiles and the CATP is completed, Motorola will evaluate the test results by compiling all of the data gathered for each test tile. Motorola will provide the City with overall pass/fail results.

CATP Pass/Fail Criterion

If no more than 5% of test tiles in the green painted areas of the guaranteed coverage map are determined to have failed, then the CATP will be considered as passed and the 95% coverage reliability guarantee will have been successfully met. Successful completion of this CATP will constitute final coverage acceptance of the system.

2.1.5 Additional Test Provisions

1. The City will need to provide the personnel required to participate in the field coverage tests and assist the test teams as they drive throughout the test area. The test will be conducted between 8:30 a.m. and 5:00 p.m., Monday through Friday, until all required tiles have been tested.
2. Motorola’s coverage commitment is based on the proposed site locations, antenna heights and unrestricted Effective Radiated Power (ERP). In the event there are any changes in site locations



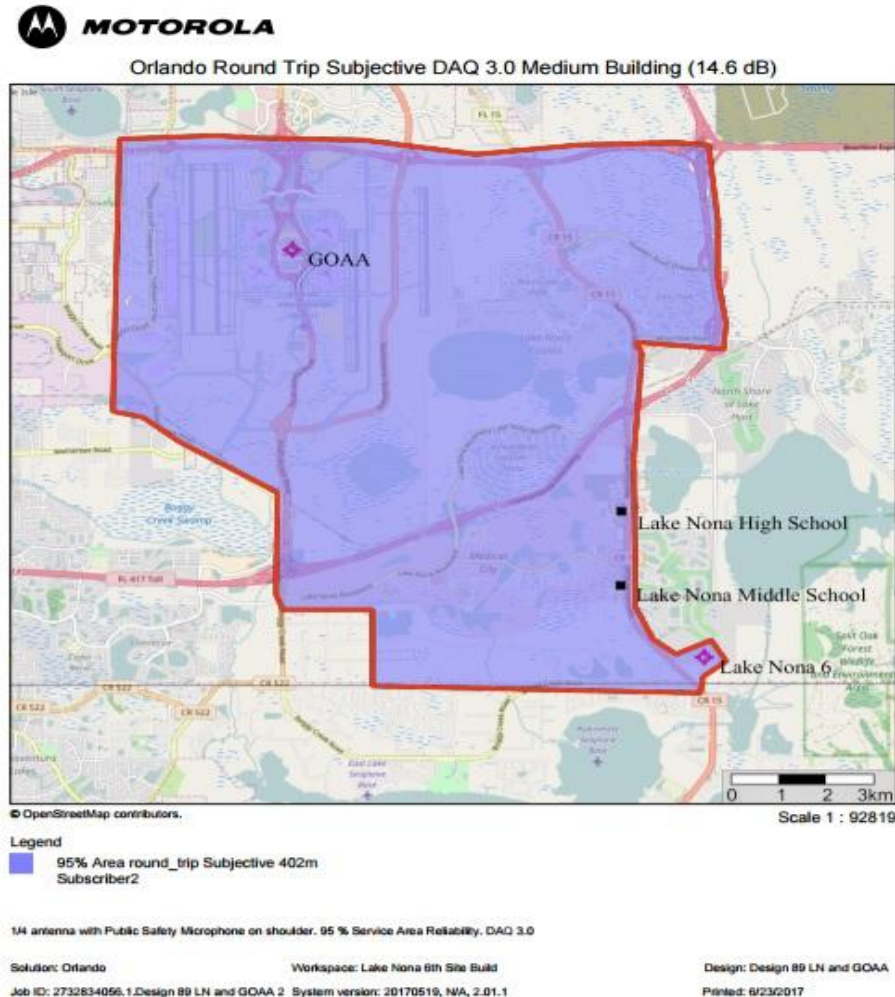
or limitations resulting in reduced antenna height or ERP, Motorola will run new coverage maps taking these factors into account and the guaranteed coverage area and guaranteed reliability commitments will be adjusted accordingly.

3. It will be the responsibility of the City to provide access to all test tiles. All possible means will be used to gain access to each test tile. In the event that a tile cannot be accessed at all, that tile will be counted as passed. Testing will be performed only in areas that are inside the boundaries of City of Orlando and are shown as painted on the guaranteed coverage map provided in this proposal.
4. If a test team realizes that a particular voice test was unsuccessful due to operator error (i.e. volume set too low, on wrong talkgroup, etc.), then the test team will correct the operator error and perform the test again. Such an occurrence will not count as a failure or a retest.
5. In the event particular test tiles appear to have failed due to possible equipment problems or harmful RF interference, those test tiles may be retested once the equipment problem is corrected and an interference-free channel can be used. Should it be determined that the CATP has failed, the system will be re-optimized, and the failed tiles will be retested.
6. Should modifications of antenna azimuths, changes in ERP, or changes in antenna heights be made to correct coverage deficiencies that resulted in an initial failure of the CATP, Motorola will retest tiles in the modified areas, at no additional cost to the City.
7. The portable radio(s) used for all testing will be attenuated to simulate a portable inside buildings. This attenuation will be set utilizing the typical transmission cable/connector loss, 14.6 dB of attenuation to simulate building loss, and the most current portable antenna loss number internally published by Motorola.
8. The City will have the option to grant acceptance of coverage at any time prior to completion and submission of the CATP test results.



2.2 COVERAGE MAP

Motorola has provided the following preliminary. The 800 MHz antennas, tower configuration, and associated RF network equipment at the new Lake Nona site is preliminary. As a result, the antenna types and placements are estimations and may change depending on final frequency licensing, results of the FRIP, intermodulation considerations, and other agencies acquiring tower real estate, as well as obstacles encountered during actual antenna implementation. These situations can alter the coverage predications and testing methodology and may require alteration to the design. Therefore, the coverage map provided is for informational-only purposes.



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STATEMENT OF WORK

3.1 INTRODUCTION

This Statement of Work (SOW) describes the deliverables to be furnished to the City of Orlando (City). The tasks described herein will be performed by Motorola Solutions, Inc. (Motorola), its subcontractors, and the City to implement the solution described in the System Description. It describes the actual work involved in installation, identifies the installation standards to be followed, and clarifies the responsibilities for both Motorola and City during the project implementation. Specifically, this SOW provides:

A summary of the phases and tasks to be completed within the project lifecycle.

- A list of the deliverables associated with the project.
- A description of the responsibilities for both Motorola and City.
- The qualifications and assumptions taken into consideration during the development of this project.

This SOW provides the most current understanding of the work required by both parties to ensure a successful project implementation. In particular, Motorola has made assumptions of the sites to be used for the new system. Should any of the sites change, a revision to the SOW and associated pricing will be required. It is understood that this SOW is a working document, and that it will be revised as needed to incorporate any changes associated with contract negotiations, Contract Design Review (CDR), and any other change orders that may occur during the execution of the project.

Motorola proposes adding a sixth sub-site referred to as Lake Nona. This proposal includes relocating the City's RF equipment from storage and installing it in the new Motorola Standard Building (MSB) shelter, installation of a new microwave hop to Pershing, and installation of a 200-foot self-supported tower with lights.



Per the Equipment List, the major components included are shown in Table 3-1.

Table 3-1: Lake Nona Remote Site

| Quantity | Description |
|----------|---|
| 2 | S 2500 Routers (from City of Orlando) |
| 2 | HP2610 Switches (from City of Orlando) |
| 22 | GTR 8000 Base Radios (from City of Orlando) |
| 1 | GPS Synchronization System (from City of Orlando) |
| 1 | MOSCAD Site System (from City of Orlando) |
| 1 | New Receive Antenna Network with Tower-Top Amplifier |
| 3 | New Transmit Antenna Networks with Combiner |
| 1 | New 6 GHz Microwave Hop |
| 1 | Integration of Lake Nona Microwave Spur into existing Microwave Network |
| 1 | New Set of Site Spares |
| 1 | New 12-foot x 16-foot MSB Shelter |
| 1 | New Fuel Tank 500 Gallons–Propane |
| 1 | New Generator Size–50kW, Type–Outdoor |
| 1 | New 16 KW UPSs |
| 1 | New 200-foot Monopole Tower |
| 1 | New LED Tower Light |



3.2 CONTRACT

3.2.1 Contract Award (Milestone)

- The City and Motorola execute the contract and both parties receive all the necessary documentation.

3.2.2 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 kickoff meeting with the City.

City Responsibilities:

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

Completion Criteria:

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

3.2.3 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 City.
- Review the resource and scheduling requirements with the City.
- Review the Project Schedule with the City to address upcoming milestones and/or events.
- Review the teams' interactions (Motorola and the City), meetings, reports, milestone acceptance, and the City's participation in particular phases.

City Responsibilities:

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

Completion Criteria:

- Project kickoff meeting completed.
- Meeting notes identify the next action items.



3.3 CONTRACT DESIGN REVIEW

3.3.1 Review Contract Design

Motorola Responsibilities:

- Meet with the City 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 Plans, and update the contract documents accordingly.
- Discuss the proposed Cutover Plan and methods to document a detailed procedure.
- Submit design documents to the City for approval. These documents form the basis of the system, which Motorola will manufacture, assemble, stage, and install.
- Prepare equipment layout plans.
- Provide minimum acceptable performance specifications for microwave, fiber, or copper links.
- Establish demarcation point (supplied by the Motorola system engineer) to define the connection point between the Motorola-supplied equipment and the City-supplied link(s) and external interfaces.
- Work with the City to identify radio interference between the new communication system and other existing radio systems.
- **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 City and documented through the change order process.

City Responsibilities:

- The City'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 City, 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.



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.

3.3.2 Design Approval (Milestone)

- The City executes a Design Approval milestone document.

3.4 SITE ACQUISITION AND ZONING

3.4.1 Site Acquisition

Motorola Responsibilities:

- Existing sites are to be used with the exception of Lake Nona, as described in Section 1 System Description and Section 3.7.1 of the Statement of Work. There no responsibilities for Motorola.

City Responsibilities:

- Existing sites are to be used with the exception of Lake Nona, as described in Section 1 System Description and Section 3.7.2 of the Statement of Work. The proposed new site is located at the Latitude: 28° 21' 11.01" N, Longitude: 81° 13' 47.71" W Completion Criteria:
- Site acquisition completed by the City.

3.4.2 Site Zoning

- Site zoning completed by the City.

3.4.3 Site Acquisition and Zoning Complete

- Site acquisition and zoning completed by the City.



3.5 ORDER PROCESSING

3.5.1 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 City 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.

City 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.

3.6 MANUFACTURING

3.6.1 Manufacture Motorola Fixed Network Equipment

Motorola Responsibilities:

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

City Responsibilities:

- None.

Completion Criteria:

- FNE shipped to either the field or the staging facility.



3.6.2 Manufacture Non-Motorola Equipment

Motorola Responsibilities:

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

City Responsibilities:

- None.

Completion Criteria:

- Ship non-Motorola manufactured equipment to the field and/or the staging facility.

3.6.3 Ship Equipment to Field

Motorola Responsibilities:

- Pack equipment for shipment to final destination.
- Arrange for shipment to the field.

City Responsibilities:

- None.

Completion Criteria:

- Equipment ready for shipment to the field.



3.7 CIVIL WORK

3.7.1 Site Development at Pershing Site

| Site Scope Summary | |
|---|-------------------------------|
| Engineering services for site drawings and regulatory approvals | Not included |
| Site acquisition services | Not included |
| Zoning services | Not included |
| Existing tower to be used for antennas | 150-foot self-supported tower |

Motorola Responsibilities:

Antenna and Transmission Line Installation

- Install 6-foot microwave dish and associated waveguide.

Site Engineering

- Perform National Environmental Policy Act (NEPA) Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 Code of Federal Regulations (CFR) Chapter 1, subsection 1.1307 that may be potentially impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility “may have a significant environmental impact” and thus require additional documentation, submittals, or work.
- Provide a structural engineering analysis for antenna support structure, if necessary, to support the proposed antenna system. The structural analysis does not include mapping, structural measurement survey, materials testing, geotechnical investigation, and/or other field investigation to acquire the data. If the tower structure fails the analysis, the cost of any site relocation or modifications to the tower required to support the antenna system will be the responsibility of City.
- Provide tower climbing and tower inventory services for towers up to 350 feet to collect information about structural members and existing equipment.

Site Preparation

- Provide one-time mobilization costs for the construction crews. Any remobilization due to interruptions/delays that are out of Motorola’s control will result in additional costs.



3.7.2 Site Development at Lake Nona Site

This site is located at Latitude: 28° 21' 11.01" N, Longitude: 81° 13' 47.71" W in unincorporated Orange County. The site has easy access with no obstructions.

| Site Scope Summary | |
|---|---|
| Engineering services for site drawings and regulatory approvals | Included |
| Site acquisition services | Not included |
| Limited Zoning Services | Included |
| New fenced compound/expansion size | 60-foot x 60-foot |
| Clearing type | Light |
| New power run | 50 feet; Electrical service type: Underground, 300-amp, 120/240-volt, single-phase |
| New shelter size | 12-foot x 16-foot (see note in Assumptions) |
| New fuel tank size | 500 gallons |
| New generator size | 50 kW; Type: Outdoor |
| New tower to be used for antennas | 200-foot self-supported tower |
| New tower foundation size | 65 cubic yards; Type: Pier and pad |

Motorola Responsibilities:

3.7.3 Site Development at Lake Nona Monopole Site

Site Scope Summary

- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – Not included.
- Zoning Services – Not included.
- New fenced compound/expansion size – 60-foot x 60-foot.
- Clearing type – Light.
- New power run – 50 feet, Electrical service type – Underground, 200-amp - 120/240-volt, single-phase.
- New shelter size – 12-foot x 16-foot.
- New fuel tank size – 500 gallons- , Type – Propane above-ground.
- New generator size – 50 kW, Type – Outdoor.
- New tower to be used for antennas – 200-foot monopole tower.
- New tower foundation type – Drilled Pier.



Motorola Responsibilities:

Site Engineering

- Prepare site construction drawings showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Perform a boundary and topographic survey for the property on which the communication site is located or will be located.
- Prepare a lease exhibit and sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- Prepare record drawings of the site showing the as-built information.
- Perform construction staking around the site to establish reference points for proposed construction.
- Perform NEPA Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 CFR Chapter 1, subsection 1.1307 that may potentially be impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility “may have a significant environmental impact” and thus require additional documentation, submittals, or work. Regional Environmental Review (RER) report submittals if required by FEMA have not been included. Perform Cultural Resource study as needed to identify sensitive historical and archaeological monuments that might be impacted by proposed construction
- Conduct up to 40-foot deep soil boring test at tower location and prepare geotechnical report of soil conditions at the location of monopole tower foundation.
- Conduct construction inspection of foundation steel prior to pour, materials testing of concrete and field density tests of backfill to ensure quality construction.
- Check tower erection for plumbness, linearity and alignment after installation.
- Perform inspection of the site and the work performed by the Contractor to document that the site is built in accordance with the “Site Plans” and document any deviations or violations.
- Prepare, submit and track application for local permit fees (zoning, electrical, building etc.), prepare FAA filings and procure information necessary for filing.

Site Preparation

- Obtain the permits such as electrical, building, and construction permits, and coordinate any inspections with local authorities that may be needed to complete site development work.
- Provide one-time mobilization costs for the construction crews. Any remobilization due to interruptions/delays that are out of Motorola's control will result in additional costs.
- Perform light clearing of brush, grubbing and disposal of vegetation and shrub growth in the site compound area and a 20-foot path around it.
- Grade the site compound and 10-foot path around it to provide a level, solid, undisturbed surface for installation of site components.
- Supply and install gravel surfacing to a depth of 6 inches, including herbicide treatment and geotextile fabric installation within the fenced in site compound area, and a 3-foot path around it.
- Provide silt fence around the compound to control soil erosion.
- Supply and install 8-foot high chain-link fencing with a ten-foot wide gate around the shelter compound



- Perform site touch up (fertilize, seed and straw) disturbed areas not covered with gravel after completion of construction work. Landscaping, decorative fencing or any other aesthetic improvement that may be required by local jurisdictions has not been included and will be handled through a negotiated contract change notice.

Site Components Installation

- Construct 1 reinforced concrete foundation necessary for a 12-foot x 16-foot shelter.
- Construct 1 concrete slab for 500 gallon above-ground Liquid Propane (LP) fuel tank at 3000 psi with reinforcing steel necessary for foundations.
- Construct 1 foundation for the 50 kW generator with reinforcing steel necessary for foundations.
- Supply and install 1 prefabricated concrete shelter 12-foot x 16-foot.
- Supply and install 1 500-gallon Liquid Propane (LP) fuel tank(s), fill it with fuel and connect it to the generator.
- Supply and install fuel tank monitors on the tanks to monitor low fuel in tanks and run alarm wiring to the building located within 50 feet of the tank.
- Supply and install 1 standby power generator (50 kW) located within 20 feet of the ATS, including interconnection wiring between the generator, transfer switch, and site electrical service mains.
- Supply and install 1 120/240-volt, 200-amp, single-phase meter pedestal and hookup for electrical service by the local utility.
- Provide all trenching, conduit, and cabling necessary for underground hookup of power to the shelter from nearby utility termination located within 50 cable feet of the shelter.
- Supply and install a perimeter grounding system around the compound, shelter and tower. The ground system is to tie to the fence and all new metal structures within the compound to meet current Motorola's R56 standards.
- Conduct 1 three-point ground resistance test of the site. Should any improvements to grounding system be necessary after ground testing, the cost of such improvements shall be the responsibility of Orlando FL.
- Supply and install 1 freestanding 24-inch-wide cable/ice bridge from the tower to the shelter (up to 12 linear feet).

Tower Work

- Construct drilled pier type tower foundations including excavation, rebar and concrete.
- Erect new 200-foot monopole tower with strobe lighting.
- Supply and install grounding for the towerbase for monopole or guyed towers
- Remove spoils and slurry from site

Antenna and Transmission Line Installation

- Install 4 antenna(s) for the RF system.
- Install 1 tower top amplifier(s).
- Install up to 180 linear feet of 1/2-inch transmission line.
- Install up to 180 linear feet of 7/8-inch transmission line.
- Install up to 606 linear feet of 1-1/4-inch transmission line.
- Perform sweep tests on transmission lines.



- Supply and install 1 ground buss bar at the bottom of the antenna support structure for grounding RF cables before they make horizontal transition.

Customer Responsibilities:

- If required, prepare and submit Electromagnetic Energy (EME) plans for the site (as a licensee) to demonstrate compliance with FCC RF Exposure guidelines.
- As applicable, coordinate, prepare, submit, and pay for all required permits and inspections for the work that is the Customer's responsibility.
- Pay for all utility connection, pole or line extensions, and any easement or usage fees.
- Review and approve site design drawings within 7 calendar days of submission by Motorola or its subcontractor(s). Should a re-submission be required, the Customer shall review and approve the re-submitted plans within 7 calendar days from the date of submittal.
- Pay for the usage costs of power, leased lines and generator fueling both during the construction/installation effort and on an on-going basis.
- Pay for application fees, taxes and recurring payments for lease/ownership of the property.
- Provide personnel to observe construction progress and testing of site equipment according to the schedule provided by Motorola.
- Provide a right of entry letter from the site owner for Motorola to conduct field investigations.
- Maintain the existing access road in order to provide clear and stable entry to the site for heavy-duty construction vehicles, cement trucks and cranes. Sufficient space must be available at the site for these vehicles to maneuver under their own power, without assistance from other equipment.
- Conduct all the testing and documentation (balloon tests, photo simulations, zoning application, expert testimony, zoning drawings etc.) required for the zoning the proposed new tower sites.
- Secure power connection to the site, associated permitting and installation of a meter and disconnect within 50 feet of the proposed shelter location.
- Provide additional temporary space for staging of the construction equipment during the construction of new site facilities (tower, shelter, generator, fuel tank etc.).

Assumptions:

- No prevailing wage, certified payroll, mandatory union workers or mandatory minority workers are required for this work
- All work is assumed to be done during normal business hours as dictated by time zone (Monday thru Friday, 7:30 a.m. to 5:00 p.m.).
- All recurring and non-recurring utility costs [including, but not limited to, generator fuel (except first fill), electrical, Telco] will be borne by the Customer or site owner.
- All utility installations shall be coordinated and paid for by the site owner and located at jointly agreed to location within or around the new communications shelter.
- Site will have adequate electrical service for the new shelter and tower. Utility transformer, transformer upgrades, line, or pole extensions have not been included.
- Pricing has been based on National codes such IBC or BOCA. Local codes or jurisdictional requirements have not been considered in this proposal.
- Hazardous materials are not present at the work location. Testing and removal of hazardous materials, found during site investigations, construction or equipment installation will be the responsibility of the customer.
- A maximum of 30 days will be required for obtaining approved building permits from time of submission.
- No improvements are required for concrete trucks, drill rigs, shelter delivery, and crane access.



- If extremely harsh or difficult weather conditions delay the site work for more than a week, Motorola will seek excusable delays rather than risk job site safety.
- In the absence of geotechnical test data at the sites, normal soil conditions have been assumed. Normal soil is defined as per TIA/EIA 222-F guidelines.
- The new tower location will pass the FAA hazard study, zoning, FCC and environmental permitting.
- The restoration of the site surroundings by fertilizing, seeding and strawing the disturbed areas will be adequate.
- Tower and foundation sizing is based on the tower loading requirements as a result of the RF Antenna System design and the Microwave Antenna System design (i.e. - dish sizes and locations obtained from paper path studies). If after physical path studies, the dish sizes and locations change, then Motorola will then review the impact to tower structure and foundations and revise applicable costs.
- If as a result of NEPA studies, any jurisdictional authority should determine that a proposed communications facility "may have a significant environmental impact", the environmental impact studies or field testing and evaluation related to such determination have not been included.
- FAA obstruction lighting has been included. Painting or dual lighting of any new towers has not been included.
- The site location can be finalized and lease agreement can be reached with the property owner within 60 calendar days after the start of the site acquisition effort.
- A waiver to zoning requirements like setbacks, tower height limitations, etc. can be obtained.
- The soil resistivity at the site is sufficient to achieve resistance of ten (10) ohms or less. Communications site grounding will be designed and installed per Motorola's Standards and Guidelines for Communications Sites (R56).
- Underground utilities are not present in the construction area, and as such no relocation will be required.
- Spoils from the tower foundations can be dispersed on the property and will not be required to be transported to a dump location.
- Foundations for the shelter, generator and fuel tank are based "normal soil" conditions as defined by TIA/EIA 222-F. Footings deeper than 30 inches, raised piers, rock coring, dewatering, or hazardous material removal have not been included.

Completion Criteria

- Site development completed per issued for construction (IFC) construction drawings, project requirements, contractual obligations (including any customer/Motorola approved changes) and approved by Orlando FL.
- This shall be confirmed by contractor and reviewed with Motorola construction manager and project manager before inspections occur.
- All jurisdictional and contractual required testing and inspections to be performed by the contractor. (Contractual testing and inspections defined and agreed to with project team and customer prior to project kick off; vendor solely responsible for conducting, coordinating and paying for all jurisdictional testing and inspections).
- Motorola site development checklist shall be completed and signed off by contractor prior to customer inspection. (Review with project team and customer and amend checklist as required at project kick off or before work begins).
- Site turn-over package completed and turned over to Motorola (As defined and agreed to with project team and customer).



- All punch list and deficiencies shall be completed prior to customer and Motorola inspections.

3.8 CIVIL WORK FOR THE CITY-PROVIDED FACILITIES

Motorola Responsibilities:

- Provide electrical requirements for each equipment rack to be installed in the City-provided facilities.
- Provide heat load for each equipment rack to be installed in the City-provided facilities.
- Extend City provided electrical to Motorola equipment and terminate at the OP8 or cabinet electric panel.

City Responsibilities:

- If applicable and based on local jurisdictional authority, the City will be responsible for any installation or upgrades of the Critical Operation Power Systems in order to comply with NFPA 70, Article 708.
- Secure site lease/ownership, zoning, regulatory approvals, easements, power, and Telco connections.
- 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.

Pershing Site:

- 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 adequate HVAC, grounding, lighting, cable routing, and surge protection (also, among existing and Motorola-provided equipment) based upon Motorola's Standards and Guidelines for Communication Sites (R56). 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 City-provided facilities. Each rack shall be provided a minimum of 24-inch x 24-inch footprint with 36-inch clearance in the front and back.
- Relocate existing equipment, if needed, to provide required space for the installation of Motorola-supplied equipment.
- Bring grounding system up to Motorola's R56 standards 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 all necessary wall or roof penetrations on existing buildings for antenna coax and microwave waveguide (if applicable) for main transmitter antennas, microwave radios, and control station Yagi antennas.
- 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).
- Arrange for space on the tower for installation of new antennas at the proposed heights.
- Supply interior building cable trays, raceways, conduits, and wire supports.
- Supply engineering and drafting as required for modifications to existing tower 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 City deliverables in accordance within the approved project schedule.

Lake Nona:

- Provide AC power to the demarcation point(s) indicated in the documentation, including the associated electrical service and wiring (conduit, circuit breakers, etc.).

Completion Criteria:

- All sites are ready for equipment installations in compliance with Motorola's R56 standards.

3.9 MICROWAVE INSTALLATION

The current microwave loop is as follows:

- WTP to Clarcona.
- Clarcona to Courthouse.
- Courthouse to Forysth (via Orange County microwave).
- Forysth to Pershing.
- Pershing to GOAA.
- GOAA (back to WTP).

After the microwave installation, we will add one spur:

- Pershing to Lake Nona (spur).

The path calculations and digitized path profiles performed yield a design that meets or exceeds the parameter of 99.999% reliability for all microwave paths.

The path studies completed during the design phase of this project were calculated using the best tools and environmental data available. However, these path studies are limited by being only a mathematical prediction based on specific assumptions and cannot account for every environmental anomaly that may affect path performance, such as unexpected tree growth and unaccounted terrain formations. To ensure the reliability of these proposed microwave links, a field path study will be performed. The microwave design is not finalized until these field path studies are completed following contract execution, and the results of the field studies may necessitate additional equipment, such as longer cable runs or additional links in between sites. Furthermore, the process of frequency coordination/licensing may result in certain design changes such as replacing regular dishes with high performance dishes. The City will be responsible for additional costs beyond this proposed design.

The following considerations and assumptions are incorporated into the path calculations:

1. An actual path survey must be conducted to verify the geographical coordinates and site elevations, path clearances, building obstructions, etc.
2. All the calculations are generic in nature and cannot be used for final engineering purposes. An actual field path survey must be conducted to verify the following:
 - A. Geographical coordinates and site elevations, path clearances, etc.
 - B. Tower heights, establish placement of various types of antennas, lights, guys, etc. Antenna heights used in the study are all assumptions and cannot be used for final engineering design.
3. Verify cable line lengths.
4. Establish facts which may affect the design of the microwave system.



5. All sites are assumed to be land-accessible and no special transportation, such as helicopter and the like, is required to gain site access.

Motorola will proceed with the new microwave installation and testing once the sites are ready for installation. Motorola will install and test the microwave system equipment as follows:

- Install microwave antennas at path-calculated centerlines.
- Install cable runs, hangers and ground kits per the manufacturer's specification.
- Perform antenna alignment.
- Install and configure microwave radio equipment.
- Connect power to installed microwave equipment from distribution panel.
- Connect equipment rack ground to internal grounding system.
- Connect radio antenna port to the installed cable.

Once the microwave equipment is installed and operational, field-testing will commence to ensure that the performance of the microwave equipment meets the required specifications.

City Responsibilities:

- Provide access to the sites, as necessary.

Completion Criteria:

- FNE installation completed and ready for optimization.

3.10 SYSTEM INSTALLATION

3.10.1 Install Fixed Network Equipment

Motorola Responsibilities:

Motorola will accept the existing site equipment from the Orlando radio shop. Motorola will package the equipment, ship to staging for upgrade, and ship back to Orlando for deployment. relocate the City's RF equipment from storage and install it in the new Lake Nona site. The major equipment components are:

- Install 2 S 2500 routers.
- Install 2 HP 2610 switches.
- Install 22 GTR 8000 stations.
- Install MOSCAD.
- Install 1 GPS synchronization system.
- Install 1 Nokia microwave rack
- Reinstall OPH system equipment.
- **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 City system experience interference, Motorola can be contracted to investigate the source and recommend solutions to mitigate the issue.
- Bond the supplied equipment to the site ground system in accordance with Motorola's Standards and Guidelines for Communication Sites.



City Responsibilities:

- Provide secure storage for the Motorola-provided equipment, at a location central to the sites. Motorola coordinates the receipt of the equipment with the City's designated contact, and inventory all equipment.
- Provide access to the sites, as necessary.

Completion Criteria:

- FNE installation completed and ready for optimization.

Fixed Network Equipment Installation Complete:

- All fixed network equipment installed and accepted by the City.

3.10.2 System Installation Acceptance (Milestone)

- All equipment installations are completed and accepted by the City.

3.11 SYSTEM OPTIMIZATION

3.11.1 Optimize System Fixed Network Equipment

Motorola Responsibilities:

- Verify that all equipment is operating properly and that all electrical and signal levels are set accurately.
- Verify that all audio and data levels are at factory settings.
- Check forward and reflected power for all 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/system staging.
- Test and optimize the simulcast system.
- Install and integrate the RF sites with the system, then optimize and activate the SmartZone controller.

City Responsibilities:

- Provide access/escort to the sites.

Completion Criteria:

- System FNE optimization is complete.



3.11.2 Link Verification

Motorola Responsibilities:

- Perform test to verify site link performance, prior to the interconnection of the Motorola-supplied equipment to the link equipment.

City Responsibilities:

- Make available the required links that meet the specifications supplied by Motorola at the CDR.

Completion Criteria:

- Link verification successfully completed.

3.11.3 Optimization Complete

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

3.12 TRAINING

3.12.1 Perform Training

Motorola Responsibilities:

- Not included.

3.13 AUDIT AND ACCEPTANCE TESTING

3.13.1 Perform Equipment Testing

Motorola Responsibilities:

- Test individual components of the system to verify compliance to the equipment specifications.
- Repeat any failed test(s) once Motorola (or the City) has completed the corrective action(s).
- Prepare documentation of component tests to be delivered as part of the final documentation package.

City Responsibilities:

- Witness tests if desired.

Completion Criteria:

- Successful completion of equipment testing.



3.13.2 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 City for review.
- Resolve any minor task failures before Final System Acceptance.

City Responsibilities:

- Witness the functional testing.

Completion Criteria:

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

3.13.3 Perform Coverage Testing

Motorola Responsibilities:

- Motorola and the City determine the required number of test vehicles for simultaneous testing of multiple service areas.
- Perform coverage testing according to the Contract Coverage Acceptance Test Plan (CATP).
- Submit test reports within the agreed period.
- If any area fails, re-test that particular area when Motorola determines that corrective action has been taken.
- Document all issues that arise during the coverage testing.
- Submit final test reports, according to the agreed period.

City Responsibilities:

- Provide the required number of test vehicles, drivers, and resources to witness the coverage testing.
- Review the test results in a timely manner.
- Timely approval of the test results, if the reports indicate compliance with the agreed requirements.

Completion Criteria:

- Successful completion of the coverage testing and approval by the City.

3.13.4 System Acceptance Test Procedures (Milestone)

- Customer approves the completion of all the required tests.



3.14 FINALIZE

3.14.1 Cutover

Motorola Responsibilities:

- Motorola and the City 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 user group representatives to address both how to mitigate technical and communication problem impact to the users during cutover and during the general operation of the system.

City 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 and the Subscribers have been activated on the system.
- Provide Motorola with the subscriber information for input into the system database, for activation.

Completion Criteria:

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

3.14.2 Resolve Punchlist

Motorola Responsibilities:

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

City 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 City.



3.14.3 Transition to Service/Project Transition Certificate

Motorola Responsibilities:

- Review the items necessary for transitioning the project to warranty support and service
- Provide a Customer Support Plan detailing the warranty and post-warranty support, if applicable, associated with the Contract equipment.

City Responsibilities:

- Participate in the Transition Service/Project Transition Certificate (PTC) process.

Completion Criteria:

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

3.14.4 Finalize Documentation

Motorola Responsibilities:

- Provide as-built site manuals, 1 as-built for the remote site and 1 system manual.
- The documentation will be limited to the following:
 - Maintenance manuals for all site equipment.
 - Functional Acceptance Test Plan test sheets and results.
 - Equipment Inventory List (paper or disk).
 - ATP Test Checklists.
 - System Block Diagram.
 - RF Site Floor Plan (where applicable).
 - RF Site Rack Face (where applicable).
 - Antenna Network Drawings for RF Sites (where applicable).
 - Site Block Diagrams.
 - Technical Service Manuals.

City Responsibilities:

- Receive and approve all documentation provided by Motorola.

Completion Criteria:

- All required documentation is provided and approved by the City.

3.14.5 Final Acceptance (Milestone)

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



3.15 PROJECT ADMINISTRATION

3.15.1 Project Status Meetings

Motorola Responsibilities:

- Motorola Project Manager, or designee, will attend all project status meetings with the City, as determined during the CDR.
- 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 City or Motorola.

City Responsibilities:

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

Completion Criteria:

- Completion of the meetings and submission of meeting minutes.

3.15.2 Progress Milestone Submittal

Motorola Responsibilities:

- Submit progress (non-payment) milestone completion certificate/documentation.

City Responsibilities:

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

Completion Criteria:

- The City approval of the Milestone Completion document(s).

3.15.3 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, Performance Schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.



MAINTENANCE SERVICES

4.1 INTRODUCTION

At Motorola Solutions, Inc. (Motorola), our commitment to customer service excellence reflects the superb quality of our products. Our proposed warranty and maintenance program for the City of Orlando (City) will provide state-of-the-art system service focused on achieving rapid response, maximum system operation, and optimum reliability. Our comprehensive support and maintenance services help reduce your total cost of ownership and ensure maximum system availability.

4.2 MAINTENANCE SERVICES

Our standard warranty program consists of a one-year parts and labor warranty from the date of system acceptance of the *new* equipment included in this proposal (Table 4-1). Existing equipment will remain under the current service contract. All new equipment will be supported with the same level of support as the existing equipment with the services described herein.

Table 4-1: Standard one-year warranty services overview

| Warranty Service | Year 1 |
|---|--------|
| ASTRO [®] 25 Network Monitoring Service | ✓ |
| Dispatch Service | ✓ |
| Technical Support | ✓ |
| OnSite Infrastructure Response | ✓ |
| Network Preventative Maintenance | ✓ |
| Infrastructure Repair Service with Advanced Replacement | ✓ |



4.2.1 ASTRO 25 Network Monitoring Service

Network Monitoring Service provides real-time remote fault monitoring and diagnostics on a consistent and continuous (24x7x365) basis. Network Monitoring Service enables highly-trained technologists located in Motorola's System Support Center (SSC) to observe network performance routinely and to intervene as necessary, often before a potential problem becomes apparent even to users. The SSC uses sets of hardware and software tools for remote monitoring, characterization, restoration, and maintenance support for the management of a complex communications network, as well as their component parts (including base stations, computers, and internetworking components).

When the SSC detects an event, Motorola-trained technologists acknowledge and assess that situation, then conduct remote diagnostic routines, and initiate an effective response. Such responses could include, but are not limited to, continuing to monitor the event for further developments, attempting remote restoration, or transferring the event information via a case for the dispatch of a local service technician. The technician will respond to the customer location based on pre-determined severity levels and response times. The SSC maintains contact with the on-site technician until the system is restored and the case closed. The SSC will continuously track and manage case activity from open to close through an automated case-tracking process, enabling Motorola to issue timely activity and performance reports.

4.2.2 Dispatch Service

The SSC is the single point of contact for all service issues. With Dispatch Service, one phone call to the SSC and the system response and restoration process begins immediately (Figure 4-1). Dispatch ensures that local, trained, qualified technicians will arrive on location within hours to diagnose and restore the communications network. Once a technician addresses the issue, the SSC verifies resolution and, with City approval, closes the case. Activity records are also available to provide comprehensive history of site performance, issues, and resolutions.



Figure 4-1: One call does it all, does it fast, and does it right



4.2.3 Technical Support

Technical Support service provides an additional layer of support through centralized, telephone consultation for issues that require a high level of communications network expertise and troubleshooting capabilities. The SSC delivers Technical Support 24 hours per day, 365 days a year. Our SSC technologists specialize in the diagnosis and swift resolution of network performance issues. These technologists have access to a solutions database as well as in house test labs and development engineers. SSC technologists monitor Technical Support cases continuously against stringent inbound call management and case management standards to ensure rapid and consistent issue resolution. Technical Support service translates into measurable, City-specific metrics for assured network performance and system availability.

4.2.4 OnSite Infrastructure Response

OnSite Infrastructure Response provides local, trained, and qualified technicians who arrive on location to diagnose and restore the communications network 24 x 7. Motorola Dispatch contacts the local authorized service center in your area and dispatches a qualified technician to the site (Figure 4-2). An automated escalation and case management process ensures that the technician arrives and system restoration begins within the contracted response times.



Figure 4-2: On-site response from local technicians

The field technician performs first-level troubleshooting, provides information regarding the system condition, removes any failed components for repair, and reinstalls new or reconditioned components. If the issue is not resolved, the field technician escalates the case to the SSC or product engineering teams as needed.

4.2.5 Network Preventative Maintenance

Network Preventative Maintenance minimizes premature repairs by providing operational testing and alignment on the infrastructure or fixed network equipment to ensure all components are operating consistent to manufacturer specifications.

4.2.6 Infrastructure Repair Service with Advanced Replacement

Infrastructure Repair with our Advanced Replacement upgrade supplements your spares inventory with our centralized inventory of critical equipment (Figure 4-3). In advance of Motorola repairing the malfunctioning unit, we send a replacement unit to you within 24 hours to ensure a spare unit is available. Upon receipt of the malfunctioning unit, Motorola repairs the unit and replaces it in our centralized inventory.

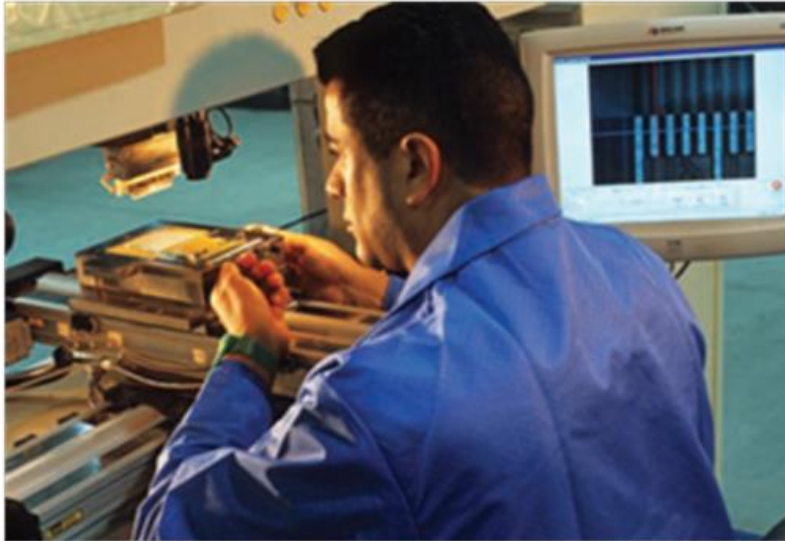


Figure 4-3: Exchange units replace a malfunctioning units to keep your network running



4.3 SUMMARY

Motorola Support Services ensure peak network and operational performance by offering a diverse portfolio of scalable support services. Motorola has an extensive service organization to provide local, trained, and qualified service personnel to manage your communications network. Our Support Services focuses on performance, both technological and operational, to maximize the efficiency and security of your communications network. These services can help increase both the availability and the operating efficiency of your network, while effectively managing costs and ensuring the safety of your employees and the citizens they protect (Figure 4-4).



Figure 4-4: We focus on our core competency so you can focus on yours

Our in-depth and first-hand knowledge of mobility communications processes, technologies, and integrated solutions is invaluable. We have more than 80 years of experience in designing, building, maintaining and managing large, complex mobile networks. Our 6,500 Motorola services professionals and over 8,000 partners and certified subcontractors, have the support of a global network of research and development centers and test labs, as well as Motorola service and support centers at local, regional, and national levels. Few organizations claim to offer such a complete range of professional services within the communications industry. Even fewer are prepared to deliver.



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EQUIPMENT LIST

This section lists the equipment necessary for the proposed solution.

| BLOCK | QTY | NOMENCLATURE | DESCRIPTION |
|----------------------|-----|-----------------|---|
| Core Expansion | 1 | SQM01SUM0273 | MASTER SITE CONFIGURATION |
| Core Expansion | 1 | CA02629AC | ADD: EXPAND 7.17 M CORE |
| Remote Site Licenses | 1 | UA00407AA | ADD: CLASSIC DATA-P25 TRNK SITE |
| Remote Site Licenses | 1 | UA00153AA | ADD: ASTRO 25 FDMA SITE LICENSE |
| UNC Additions | 3 | CA01316AA | ADD: UNC ADDTL DEVICE LIC (QTY 10) |
| Software Program Kit | 1 | DQENG123FLFF321 | Software Upgrade Kit |
| Base Radio Upgrade | 1 | T7140 | G-SERIES SOFTWARE UPGRADE |
| Base Radio Upgrade | 1 | CA01195AA | ADD: IP BASED MULTISITE BASE RADIO SOFTWARE UPGRADE |
| Base Radio Upgrade | 1 | T7140 | G-SERIES SOFTWARE UPGRADE |
| Base Radio Upgrade | 1 | CA01195AA | ADD: IP BASED MULTISITE BASE RADIO SOFTWARE UPGRADE |
| Base Radio Upgrade | 1 | T7140 | G-SERIES SOFTWARE UPGRADE |
| Base Radio Upgrade | 1 | CA01195AA | ADD: IP BASED MULTISITE BASE RADIO SOFTWARE UPGRADE |
| Base Radio Upgrade | 1 | T7140 | G-SERIES SOFTWARE UPGRADE |
| Base Radio Upgrade | 1 | CA01195AA | ADD: IP BASED MULTISITE BASE RADIO SOFTWARE UPGRADE |
| Base Radio Upgrade | 1 | T7140 | G-SERIES SOFTWARE UPGRADE |
| Base Radio Upgrade | 1 | CA01195AA | ADD: IP BASED MULTISITE BASE RADIO SOFTWARE UPGRADE |
| Base Radio Upgrade | 1 | T7140 | G-SERIES SOFTWARE UPGRADE |
| Base Radio Upgrade | 1 | CA01195AA | ADD: IP BASED MULTISITE BASE RADIO SOFTWARE UPGRADE |
| Base Radio Upgrade | 1 | T7140 | G-SERIES SOFTWARE UPGRADE |
| Base Radio Upgrade | 1 | CA01195AA | ADD: IP BASED MULTISITE BASE RADIO SOFTWARE UPGRADE |
| Base Radio Upgrade | 1 | T7140 | G-SERIES SOFTWARE UPGRADE |
| Base Radio Upgrade | 1 | CA01195AA | ADD: IP BASED MULTISITE BASE RADIO SOFTWARE UPGRADE |
| Base Radio Upgrade | 1 | T7140 | G-SERIES SOFTWARE UPGRADE |
| Base Radio Upgrade | 1 | CA01195AA | ADD: IP BASED MULTISITE BASE RADIO SOFTWARE UPGRADE |
| Base Radio Upgrade | 1 | T7140 | G-SERIES SOFTWARE UPGRADE |
| Base Radio Upgrade | 1 | CA01195AA | ADD: IP BASED MULTISITE BASE RADIO SOFTWARE UPGRADE |
| Base Radio Upgrade | 1 | T7140 | G-SERIES SOFTWARE UPGRADE |



| | | | |
|------------------------|-----|--------------------|---|
| Backup Site Controller | 1 | CA02206AA | ADD: SIMULCAST REMOTE SITE LICENSE IV&D |
| TTA | 1 | DS428E83I01T | TTA, NON-DIVERSITY, 796-824 MHZ, REDUNDANT LNA, TEST PORT, BYPASS |
| Multicoupler | 1 | DS428E83I01M110 | MULTICOUPLER UNIT, NON-DIVERSITY, 796-824 MHZ, SNMP, 110 VAC |
| RMC Expansion Kit | 1 | DS7583K02 | EXPANSION KIT 16-40 PORT 792-902 MHZ TTA01 |
| Combiner | 3 | DSDSCC8508D | DSCC85-08D, 8 CHANNEL COMBINER 851-869MHZ, 150KHZ SEP |
| ANTENNA | 1 | DSBMR12SDB1 | ANT 16.3DB 120D CARDIOID |
| UPPERJUMPR | 15 | L1705 | LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT |
| UPPERJUMPR | 2 | DDN1090 | L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE |
| UPPERJUMPR | 2 | TDN9289 | 221213 CABLE WRAP WEATHERPROOFING |
| MAINLINE | 250 | L3599 | AVA6-50 CABLE: 1-1/4" AVA6-50, COAX CORRUG COPPER, BLACK PE JACKET |
| MAINLINE | 2 | DS114EZDF | 114EZ DIN FEMALE CONNECTOR |
| MAINLINE | 5 | DSSG11406B2A | SG114-06B2A 1-1/4" SURE GROUND GROUNDING KIT |
| MAINLINE | 1 | DSL6SGRIP | L6SGRIP 1-1/4" SUPPORT HOIST GRIP |
| SURGE | 1 | DSTSXFMBF | RF SPD, 698-2700MHZ DC BLOCK HIGH PWR, DIN FEM/MALE BI-DIR W/ BRACKET |
| SURGE | 1 | DSGSAKITD | GROUND STRAP KIT - DIN |
| LOWERJUMPR | 25 | L1705 | LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT |
| LOWERJUMPR | 2 | DDN1090 | L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE |
| ANTACC | 1 | DDN9743 | TK-TW TORQUE WRENCH KIT FOR 7-16 DIN & TYPE N COUPLING NUTS |
| RFMIXING | 10 | L1705 | LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT |
| RFMIXING | 2 | DDN1090 | L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE |
| RFMIXING | 1 | DSAPM7487K248 | ADVANCED POWER MONITOR, 740-870 MHZ, 36-60V DC (INC SINGLE COUPLER) |
| RFMIXING | 1 | DSSP74964440DFF1RU | ANT LINE COUPLER 740-960MHZ 40DB 4-PORTS SUIT APM748 AND APM8796 |
| RFMIXING | 10 | L1700 | FSJ1-50A CABLE: 1/4" SUPERFLEX POLY JKT PER FOOT |
| RFMIXING | 2 | DDN9769 | F1TNM-HC 1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE |
| RFMIXING | 10 | L1700 | FSJ1-50A CABLE: 1/4" SUPERFLEX POLY JKT PER |



| | | | |
|------------|-----|--------------|---|
| | | | FOOT |
| RFMIXING | 2 | DDN9769 | F1TNM-HC 1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE |
| ANTENNA | 1 | DSBMR12SDB1 | ANT 16.3DB 120D CARDIOID |
| UPPERJUMPR | 15 | L1705 | LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT |
| UPPERJUMPR | 2 | DDN1090 | L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE |
| UPPERJUMPR | 2 | TDN9289 | 221213 CABLE WRAP WEATHERPROOFING |
| MAINLINE | 250 | L3599 | AVA6-50 CABLE: 1-1/4" AVA6-50, COAX CORRUG COPPER, BLACK PE JACKET |
| MAINLINE | 2 | DS114EZDF | 114EZ DIN FEMALE CONNECTOR |
| MAINLINE | 5 | DSSG11406B2A | SG114-06B2A 1-1/4" SURE GROUND GROUNDING KIT |
| MAINLINE | 1 | DSL6SGRIP | L6SGRIP 1-1/4" SUPPORT HOIST GRIP |
| SURGE | 1 | DSTSXD FMBF | RF SPD, 698-2700MHZ DC BLOCK HIGH PWR, DIN FEM/MALE BI-DIR W/ BRACKET |
| SURGE | 1 | DSGSAKITD | GROUND STRAP KIT - DIN |
| LOWERJUMPR | 25 | L1705 | LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT |
| LOWERJUMPR | 2 | DDN1090 | L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE |
| ANTACC | 1 | DDN9743 | TK-TW TORQUE WRENCH KIT FOR 7-16 DIN & TYPE N COUPLING NUTS |
| RFMIXING | 10 | L1705 | LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT |
| RFMIXING | 2 | DDN1090 | L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE |
| RFMIXING | 10 | L1700 | FSJ1-50A CABLE: 1/4" SUPERFLEX POLY JKT PER FOOT |
| RFMIXING | 2 | DDN9769 | F1TNM-HC 1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE |
| RFMIXING | 10 | L1700 | FSJ1-50A CABLE: 1/4" SUPERFLEX POLY JKT PER FOOT |
| RFMIXING | 2 | DDN9769 | F1TNM-HC 1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE |
| ANTENNA | 1 | DSBMR12SDB1 | ANT 16.3DB 120D CARDIOID |
| UPPERJUMPR | 15 | L1705 | LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT |
| UPPERJUMPR | 2 | DDN1090 | L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE |
| UPPERJUMPR | 2 | TDN9289 | 221213 CABLE WRAP WEATHERPROOFING |

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Lake Nona Simulcast Site
REF/Control No. FL-12P109A; Motorola Contract No. 12-29076/JHJ



| | | | |
|------------|-----|--------------|---|
| MAINLINE | 250 | L3599 | AVA6-50 CABLE: 1-1/4" AVA6-50, COAX CORRUG COPPER, BLACK PE JACKET |
| MAINLINE | 2 | DS114EZDF | 114EZ DIN FEMALE CONNECTOR |
| MAINLINE | 5 | DSSG11406B2A | SG114-06B2A 1-1/4" SURE GROUND GROUNDING KIT |
| MAINLINE | 1 | DSL6SGRIP | L6SGRIP 1-1/4" SUPPORT HOIST GRIP |
| SURGE | 1 | DSTSXFMBF | RF SPD, 698-2700MHZ DC BLOCK HIGH PWR, DIN FEM/MALE BI-DIR W/ BRACKET |
| SURGE | 1 | DSGSAKITD | GROUND STRAP KIT - DIN |
| LOWERJUMPR | 25 | L1705 | LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT |
| LOWERJUMPR | 2 | DDN1090 | L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE |
| ANTACC | 1 | DDN9743 | TK-TW TORQUE WRENCH KIT FOR 7-16 DIN & TYPE N COUPLING NUTS |
| RFMIXING | 10 | L1705 | LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT |
| RFMIXING | 2 | DDN1090 | L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE |
| RFMIXING | 10 | L1700 | FSJ1-50A CABLE: 1/4" SUPERFLEX POLY JKT PER FOOT |
| RFMIXING | 2 | DDN9769 | F1TNM-HC 1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE |
| RFMIXING | 10 | L1700 | FSJ1-50A CABLE: 1/4" SUPERFLEX POLY JKT PER FOOT |
| RFMIXING | 2 | DDN9769 | F1TNM-HC 1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE |
| ANTENNA | 1 | DSBMR12SDB1 | ANT 16.3DB 120D CARDIOID |
| UPPERJUMPR | 1 | DDN1088 | L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE |
| UPPERJUMPR | 1 | DDN1090 | L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE |
| UPPERJUMPR | 5 | TDN9289 | 221213 CABLE WRAP WEATHERPROOFING |
| TTAJUMPR | 5 | L1705 | LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT |
| TTAJUMPR | 2 | DDN1088 | L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE |
| MAINLINE | 250 | DSAVA550 | AVA5-50, COAXIAL CABLE, CORRUGATED COPPER, 7/8 IN, BLACK PE JACKET |
| MAINLINE | 2 | DSA5NFS | N FEMALE FOR AVA5-50 CABLE |
| MAINLINE | 5 | DSSG7806B2A | SG78-06B2A GROUNDING KIT FOR 7/8 IN COAXIAL CABLE |
| MAINLINE | 1 | DSL5SGRIP | L5SGRIP 7/8" SUPPORT HOIST GRIP |
| TESTLINE | 250 | L1705 | LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT |



| | | | |
|-------------------------|-----|------------------|--|
| TESTLINE | 1 | DDN1088 | L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE |
| TESTLINE | 1 | DDN1089 | L4TNF-PSA TYPE N FEMALE PS FOR 1/2 IN CABLE |
| TESTLINE | 5 | DSSG1206B2A | SG12-06B2A 1/2IN SURE GROUND GROUNDING KIT |
| TESTLINE | 1 | DSL4SGRIP | L4SGRIP SUPPORT HOIST GRIP 1/2" LDF |
| SURGE | 1 | DS1090501WA | RF SPD, 700-1000MHZ BROADBAND 15 VDC PASS NM ANT, NF EQUIP PIP, ASIG |
| SURGE | 1 | DS1090501WA | RF SPD, 700-1000MHZ BROADBAND 15 VDC PASS NM ANT, NF EQUIP PIP, ASIG |
| TESTLINE | 25 | L1700 | FSJ1-50A CABLE: 1/4" SUPERFLEX POLY JKT PER FOOT |
| TESTLINE | 2 | DDN9769 | F1TNM-HC 1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE |
| LOWERJUMPR | 25 | L1702 | FSJ4-50B CABLE: 1/2" SUPERFLEX POLY JKT PER FOOT |
| LOWERJUMPR | 2 | DDN9682 | F4PNMV2-HC 1/2" TYPE N MALE PLATED CONNECTOR |
| Shelter, Generator, UPS | 1 | TT1000 | MSB, 12'X16' 1-RM BLDG. INCLS GENERAC 50KW LP GEN & (1) 16KW UPS |
| Generator Upgrade | 1 | TT00006AA | ALT: ALT MANUF, CUMMINS LP GENERATOR/ATS |
| 200' Tower | 1 | DS200M-180854-05 | 200 foot monopole |
| | 0 | | |
| Microwave | 1 | DQMWOOrlandoLNRF | Lake Nona to Pershing Hop |
| Spares | 1 | DS428E83I01T | TTA, NON-DIVERSITY, 796-824 MHZ, REDUNDANT LNA, TEST PORT, BYPASS |
| Spares | 1 | DS428E83I01M110 | MULTICOUPLER UNIT, NON-DIVERSITY, 796-824 MHZ, SNMP, 110 VAC |
| Expansion | 1 | SQM01SUM0273 | MASTER SITE CONFIGURATION |
| Expansion | 1 | CA02629AC | ADD: EXPAND 7.17 M CORE |
| ED License | 1 | CA02389AA | ENH: TRUNKED ENHANCED DATA |
| ED Sub License | 2 | CA02473AA | ENH: 500 ENHANCED TRUNKED DATA USER LICENSES |
| ED Site License | 6 | UA00408AA | ADD: ENHANCED DATA-P25 TRNK SITE |
| PTT Sub License | 2 | UA00482AA | ADD : LOCATION ON PTT 500 USER LICENSE |
| ED License | 1 | T7553 | DIGITAL SMARTZONE |
| ED License | 800 | QA03399AB | ADD: ENHANCED DATA |
| Expansion | 1 | T8108 | UNS RESOURCE EXPANSIONS |
| Expansion | 1 | CA03097AA | ADD: NEW SERVICES TO EXISTING UNS |
| Licenses | 1 | UA00440AA | ADD: ADDITIONAL 1000 RESOURCES FOR LOCATION FOR UNS 4.0 AND BEYOND |

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PRICING SUMMARY

6.1 PRICING OVERVIEW

| Description | Discounted Price (\$) |
|--|-----------------------|
| Add Lake Nona Simulcast Site <u>Existing Equipment</u> <ul style="list-style-type: none"> ▪ 2 GGM 8000 Routers (from City of Orlando) ▪ 2 HP2610 Switches (from City of Orlando) ▪ 22 GTR 8000 Base Radios (from City of Orlando) ▪ 1 GPS Synchronization System (from City of Orlando) ▪ 1 MOSCAD Site System (from City of Orlando) ▪ 3 dB Spectra Combiners <u>New Equipment</u> <ul style="list-style-type: none"> ▪ 1 New Receive Antenna Network with Tower-Top Amplifier ▪ 3 New Transmit Antenna Networks ▪ 1 New 6 GHz Microwave Hop ▪ 1 Integration of Lake Nona Microwave into existing MW Loop ▪ 1 New Set of Site Spares ▪ 1 New 12-foot x 16-foot Motorola Standard Building (MSB) Shelter ▪ 1 New Fuel Tank 500 Gallons–Propane ▪ 1 New Generator Size–50kW, Type–Outdoor ▪ 1 New 16 KW UPSs ▪ 1 New 200-foot Monopole Tower ▪ 1 New Tower Light | 719,359 |
| Services: <ul style="list-style-type: none"> ▪ Post-Sale Engineering ▪ Project Management ▪ System Technologist Support ▪ Site Development ▪ Installation of Fixed Network Equipment ▪ Audit and Acceptance Testing | 754,168 |
| <i>Customer Loyalty System Discount¹</i> | (73,537) |
| Total for Adding Lake Nona Simulcast Site | 1,399,990 |

¹ The Customer Loyalty System Discount is based on contract signing by July 31, 2017.



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CONTRACTUAL DOCUMENTATION

COMMUNICATIONS SYSTEM AGREEMENT

Motorola Solutions, Inc. (Motorola) and the City of Orlando, FL (“Customer”) enter into this “Agreement,” pursuant to which Customer will purchase and Motorola will sell the System, as described below. Motorola and Customer may be referred to individually as a “Party” and collectively as the “Parties.” For good and valuable consideration, the Parties agree as follows:

Section 1 EXHIBITS

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

| | |
|-----------|---|
| Exhibit A | Motorola “Software License Agreement” |
| Exhibit B | “Payment Schedule” |
| Exhibit C | Motorola’s Proposal dated _____, 2014 |
| Exhibit D | Service Statement(s) of Work and “Service Terms and Conditions” (if applicable) |
| Exhibit E | “System Acceptance Certificate” |

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

- 2.1. “Acceptance Tests” means those tests described in the Acceptance Test Plan.
- 2.2. “Administrative User Credentials” means an account that has total access over the operating system, files, end user accounts and passwords at either the System level or box level. Customer’s personnel with access to the Administrative User Credentials may be referred to as the Administrative User.
- 2.3. “Beneficial Use” means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).
- 2.4. “Confidential Information” means all information consistent with the fulfillment of this Agreement that is (i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. The nature and existence of this Agreement are considered Confidential Information. Confidential Information, that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.
- 2.5. “Contract Price” means the price for the System, excluding applicable sales or similar taxes and freight charges.
- 2.6. “Effective Date” means that date upon which the last Party executes this Agreement.



- 2.7. “Equipment” means the equipment that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.
- 2.8. “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).
- 2.9. “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.
- 2.10. “Motorola Software” means Software that Motorola or its affiliated company owns.
- 2.11. “Non-Motorola Software” means Software that another party owns.
- 2.12. “Open Source Software” (also called “freeware” or “shareware”) means software with either freely obtainable source code, license for modification, or permission for free distribution.
- 2.13. “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.
- 2.14. “Software” means the Motorola Software and Non-Motorola Software, in object code format that is furnished with the System or Equipment.
- 2.15. “Specifications” means the functionality and performance requirements that are described in Exhibit C.
- 2.16. “Subsystem” means a major part of the System that performs specific functions or operations. Subsystems are described in Exhibit C.
- 2.17. “System” means the Equipment, Software, and incidental hardware and materials that are combined together into an integrated system; the System is described in Exhibit C.
- 2.18. “System Acceptance” means the Acceptance Tests have been successfully completed.
- 2.19. “Warranty Period” means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first.

Section 3 SCOPE OF AGREEMENT AND TERM

- 3.1. **SCOPE OF WORK.** Motorola will provide, install and test the System, and perform its other contractual responsibilities, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.
- 3.2. **CHANGE ORDERS.** Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.
- 3.3. **TERM.** Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, whichever occurs last.



3.4. **ADDITIONAL EQUIPMENT OR SOFTWARE.** For three (3) years after the Effective Date, Customer may order additional Equipment or Software if it is then available. Each order must refer to this Agreement and must specify the pricing and delivery terms. Notwithstanding any additional or contrary terms in the order, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within forty-five (45) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through Motorola Online ("MOL"), and this Agreement will be the "Underlying Agreement" for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at <http://www.motorola.com/businessandgovernment/> and the MOL telephone number is (800) 814-0601.

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

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

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

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

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



implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

Section 4 PERFORMANCE SCHEDULE

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

Section 5 CONTRACT PRICE, PAYMENT AND INVOICING

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

5.2. **INVOICING AND PAYMENT.** Motorola will submit invoices to Customer according to the Payment Schedule. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within forty-five (45) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800.

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

5.4. **INVOICING AND SHIPPING ADDRESSES.** Invoices will be sent to the Customer at the following address:_____. The address 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.** In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the work sites or vehicles identified in Exhibit C as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.

6.2. **SITE CONDITIONS.** Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

6.3. **SITE ISSUES.** If a Party determines that the sites identified in Exhibit C are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those



indicated in Exhibit C, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

Section 7 TRAINING

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

Section 8 SYSTEM ACCEPTANCE

8.1. COMMENCEMENT OF ACCEPTANCE TESTING. Motorola will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

8.2. SYSTEM ACCEPTANCE. System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If Customer believes the System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

8.3. BENEFICIAL USE. Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the System before System Acceptance. Therefore, Customer will not commence Beneficial Use before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.

8.4 FINAL PROJECT ACCEPTANCE. Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate.

Section 9 REPRESENTATIONS AND WARRANTIES

9.1. SYSTEM FUNCTIONALITY. Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or Customer changes to load usage or configuration outside the Specifications.

9.2. EQUIPMENT WARRANTY. During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Equipment.



9.3. **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 9 that are applicable to the Motorola Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of 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.

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

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

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

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

Section 10 DELAYS

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

10.2. **PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER.** If Customer (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment Schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional



engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

Section 11 DISPUTES

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

11.1. **GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the laws of the State of Florida.

11.2. **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.

11.3. **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.

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

11.5. **CONFIDENTIALITY.** All communications pursuant to subsections 11.2 and 11.3 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 12 DEFAULT AND TERMINATION

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

12.2. **FAILURE TO CURE.** If a defaulting Party fails to cure the default as provided above in Section 12.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges.



Section 13 INDEMNIFICATION

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

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

13.3. PATENT AND COPYRIGHT INFRINGEMENT.

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

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

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

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



Section 14 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or services with respect to which losses or damages are claimed. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.** This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. 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 15 CONFIDENTIALITY AND PROPRIETARY RIGHTS

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

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

15.1.3. Confidential Exceptions. Recipient is not obligated to maintain as confidential, Confidential Information that recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this Agreement; (ii) is explicitly approved for release by written authorization of discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the recipient prior to such disclosure; or (v) is independently developed by recipient without the use of any discloser's Confidential Information or any breach of this Agreement.

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

15.2. PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS. Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their



Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

Section 16 GENERAL

16.1. **TAXES.** The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within 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.

16.2. **ASSIGNABILITY AND SUBCONTRACTING.** Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign 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.

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

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

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

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

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



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

Motorola Solutions, Inc.
Attn: Judy Jean-Pierre, Law Dept.
1303 E. Algonquin Road, IL01, 8th Floor
Schaumburg, IL 60196
fax: _____

Customer
Attn: _____

fax: _____

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

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

16.11. ADMINISTRATOR LEVEL ACCOUNT ACCESS. Motorola will provide Customer with Administrative User Credentials. Customer agrees to only grant Administrative User Credentials to those personnel with the training or experience to correctly use the access. Customer is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Customer may be asked to provide valid Administrative User Credentials when in contact with Motorola System support. Customer understands that changes made as the Administrative User can significantly impact the performance of the System. Customer agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made by an Administrative User may impact Motorola's ability to perform its obligations under the Agreement or its Maintenance and Support Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Customer and Customer will pay Motorola on a time and materials basis for resolving the issue.

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

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

Motorola Solutions, 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 Solutions, Inc., ("Motorola") and the City of Orlando, FL ("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 Florida. 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 Payment Schedule

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within forty-five (45) 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% of Contract Value upon Contract Execution
- 2) 60% of Contract Value upon Shipment of Equipment
- 3) 5% of Contract Value upon Installation of Equipment
- 4) 5% of Contract Value upon System 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.



Exhibit C Motorola's Proposal dated _____, 2014

26 June 2017

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

7-18 Contractual Documentation

Lake Nona Simulcast Site
REF/Control No. FL-12P109A; Motorola Contract No. 12-29076/JHJ

Motorola Solutions Confidential Restricted



Exhibit D Service Terms and Conditions

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

Section 1 APPLICABILITY

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

Section 2 DEFINITIONS AND INTERPRETATION

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

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

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

Section 3 ACCEPTANCE

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

Section 4 SCOPE OF SERVICES

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

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

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

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

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



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

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

Section 5 EXCLUDED SERVICES

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

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

Section 6 TIME AND PLACE OF SERVICE

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

Section 7 CUSTOMER CONTACT

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

Section 8 PAYMENT

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

Section 9 WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. **MOTOROLA DISCLAIMS ALL**



OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10 DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

Section 11 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT be liable for any commercial loss; inconvenience; loss of use, Time, DATA, GOOD WILL, REVENUES, profits or savings; or other SPECIAL, incidental, INDIRECT, OR consequential damages IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.** No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12 EXCLUSIVE TERMS AND CONDITIONS

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

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

Section 13 PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

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



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

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

Section 14 FCC LICENSES AND OTHER AUTHORIZATIONS

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

Section 15 COVENANT NOT TO EMPLOY

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

Section 16 MATERIALS, TOOLS AND EQUIPMENT

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

Section 17 GENERAL TERMS

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

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

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

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

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

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



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

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



Exhibit E: System Acceptance Certificate

Customer Name: _____

Project Name: _____

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Motorola and Customer acknowledge that:

1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.
2. The System is accepted.

Customer Representative:

Motorola Representative:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

FINAL PROJECT ACCEPTANCE:

Motorola has provided and Customer has received all deliverables, and Motorola has performed all other work required for Final Project Acceptance.

Customer Representative:

Motorola Representative:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

