RESOLUTION R-49-2019

A RESOLUTION TO WAIVE COMPETETIVE BIDDING AND AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT WITH MOTOROLA SOLUTIONS INCORPORATED FOR THE PURCHASE OF A DISPATCH RADIO CONSOLE TO IMPROVE THE RELIABILITY OF RADIO TRANSMISSIONS BETWEEN THE NEW ALBANY POLICE DEPARTMENT'S DISPATCHERS AND POLICE OFFICERS

WHEREAS, the City of New Albany has relied upon a network of portable police radios for communication between dispatchers and police officers; and

WHEREAS, the City of New Albany has a contract with the State of Ohio to utilize the State's MARCS radio system, an intrastate communication system utilized by law enforcement agencies, for communication between dispatchers and police officers; and

WHEREAS, increased radio traffic, the locations of the existing MARCS radio towers, the local topography and the geographic size of the city have made it increasingly difficult for dispatchers and officers to communicate with portable radios; and

WHEREAS, a hardwired radio console will connect directly to the MARCS radio tower, thereby providing a stronger radio signal for dispatchers to communicate with the police officers on patrol; and

WHEREAS, Motorola Solutions Incorporated is a single source provider of radio equipment for the State of Ohio MARCS radio system; and

WHEREAS, Article 9.04(C) of the New Albany Charter permits the waiver of competitive bidding in cases where an item is only available from a single source and in cases where the waiver is in the best interest of the city; and

WHEREAS, Council authorized the expenditure of funds for the purchase of a dispatch radio console in the city's 2019 Operating Budget.

NOW, THEREFORE, BE IT RESOLVED by Council for the City of New Albany, Counties of Franklin and Licking, State of Ohio, that:

Section 1: The city manager is hereby authorized to enter into a contract with Motorola Solutions (attached as Exhibit A), or one substantially similar thereto, for the purchase of a dispatch radio console and related maintenance agreements at a price not to exceed $250,000.00.

Section 2: The provisions of Article 9.04(B) of the New Albany Charter that stipulate the conditions for competitive bidding are hereby waived.

Section 3. It is hereby found and determined that all formal actions of this council concerning and relating to the adoption of this legislation were adopted in an open meeting of the council, and that all deliberations of the council and or any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Section 121 of the Ohio Revised Code.

Section 4: Pursuant to Article 6.07(A) of the New Albany Charter, this resolution shall take effect upon adoption.

CERTIFIED AS ADOPTED this _____ day of _____, 2019.

<div align="right">

Attest:

</div>

_____
Sloan T. Spalding
Mayor

_____
Jennifer H. Mason
Clerk of Council

Approved as to form:

_____
Mitchell H. Banchefsky
Law Director

PROPOSAL
CITY OF NEW ALBANY OHIO

NEW ALBANY DISPATCH CONSOLES

MOTOROLA SOLUTIONS

Motorola Solutions, Inc.
350 Worthington Rd, Suite C
Westerville, OH 43082

September 10th, 2019

Chief Greg Jones
City of New Albany
50 Village Hall Road
New Albany, Ohio 43054

Subject: City of New Albany - 1 Operator Position MCC7500 Dispatch Console and Options

Dear Chief Jones,

Motorola Solutions, Inc. ("Motorola") is pleased to have the opportunity to provide the City of New Albany with quality communications equipment and services. The Motorola project team has taken great care to propose a solution to address your needs and provide exceptional value.

Motorola's solution includes a combination of equipment and services quoted per the Ohio STS Contract 573077-0. Specifically, this proposal is for the City of New Albany Single Operator Position MCC7500 Dispatch Console and includes the following:
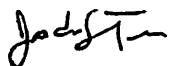
- 1 Operator Position MCC7500 Dispatch Console installed and connected to the State of Ohio MARCS*IP* network.

- Testing, verification and training

- Optional MCC 7500 operator position

This proposal is subject to the terms and conditions of the enclosed Communications System and Services Agreement, including the Maintenance, Support and SUA Addendum, and remains valid until September 27th, 2019. The City of New Albany may accept the proposal by returning to Motorola a signed copy of the aforementioned agreement. Alternatively, Motorola is pleased to address any concerns the City of New Albany may have regarding the proposal. Any questions can be directed to Stuart Johnston, Sr. Account Executive, Motorola Solutions at 740-953-0447 or (stuart.johnston@motorolasoltuions.com).

We thank you for the opportunity to furnish the City of New Albany with our communications solutions and we hope to strengthen our relationship by implementing this project. Our goal is to provide you with the best products and services available in the communications industry.

Sincerely,

Joe Tee

Area Sales Manager
MOTOROLA SOLUTIONS, INC.

SYSTEM DESCRIPTION

1.1 OVERVIEW

The City of New Albany Dispatch Center console technology enhancement project consists of:

1. Motorola Dispatch Console Equipment – This quotation is for a new Motorola MCC 7500 IP-based one (1) operator position and the networking equipment to connect the operator position to the MARCSIP trunked radio network.
2. The implementation of this upgrade will ensure full interoperability with the Ohio MARCS*IP* trunked statewide radio network. This will allow for the use of talk group communications directly to the radio network Statewide with an Ethernet connection to MARCSIP system.
3. Optional addition of a second Motorola MCC 7500 operator position.

The replacement and upgrade has been designed to modernize and improve functionality of the radio network and existing dispatch operations at the City of New Albany Dispatch Center. This equipment utilizes the new technology of IP-based consoles and is compatible with requirements for operation on the Ohio MARCS trunked statewide radio network.

1.2 NEW ALBANY DISPATCH CONSOLE EQUIPMENT

Motorola offers the City of New Albany a proposal to upgrade the existing dispatch center with one new MCC 7500 IP Dispatch Console. The MCC 7500 are Motorola's second generation IP architecture console subsystem and are supported by the same IP network and switching that manages the MARCS*IP* ASTRO 25 trunked network. The MCC 7500 console equipment connects directly to the trunking system's transport network, eliminating the traditional circuit-based infrastructure. It uses IP-based packet protocols for passing call control data and call audio through the system.

The MCC 7500 is a state-of-the-art console system that features an enhanced version of the intuitive, Graphical User Interface (GUI). It operates on the Microsoft Windows 7™ platform, and the screen layout is simple and uses valuable space efficiently. Key information and critical functions are clearly identified with easy to understand icons. Dispatchers can quickly recognize these icons instead of reading text which maximizes productivity.

The MCC 7500 radio console visual presentation (GUI) is an evolution of the Motorola Gold Elite console system (an older generation of Motorola dispatch consoles).

1.2.1 Dispatch Console Overview

The City of New Albany's migration to MCC 7500 wireline consoles allows for full utilization of Ohio MARCS console integrated elements including:

- Console dispatcher outbound message priority.
- Console initiated Call Alert.
- InterZone communications (statewide).
  - Talkgroup call.
  - Announcement talkgroups.

- Call alert.
- Multigroup call.
- Console patch.
- Console multi-select.
- Integrated Dual Instant Recall Recorder (IRR).

The proposal includes a quantity of one position at the City of New Albany Dispatch Center, along with Conventional Site Controller (CSC), Conventional Channel Gateway IP to analog interface units (CCGW), and other networking equipment.

Included with this upgrade is a new computer workstation for each operator position, including one 22" LCD touch screen flat panel display. Each new workstation will be equipped with Microsoft Windows 10 operating system, required for integration into the Ohio MARCS console network. The workstations will be provisioned with anti-virus software packages and intrusion resistant hardware to provide increased information security on the Ohio MARCS*IP* statewide radio network.

The MCC 7500 console sub-system is tightly integrated into the ASTRO 25 digital voice system. The operator workstation will be linked with the zone Master site for call audio, identification of calling radios including emergency alerts, and configuration of the display screens.

1.2.2   MCC 7500 VPM Features and Benefits

Designed for effective, flexible dispatch communications, the MCC 7500 VPM Dispatch Console provides a range of valuable features:

- Seamless integration with ASTRO® 25 trunking systems.
- **IP Network** – The MCC 7500 VPM supports the IP protocols of the ASTRO 25 system's transport network.
- **End-to-End Encryption** – Not equipped for this proposal but encryption and decryption occurs in the dispatch consoles, allowing true end-to-end encryption in the radio system. The Voice Processor Module can support this operation if it is desired in the future.
- **Centralized System Management** – The MCC 7500 VPM console system is configured and managed by the ASTRO 25 system's configuration manager, fault manager, and performance reporting applications. This provides the City of New Albany dispatch with a single point for configuring and managing the entire radio system, including the console portion. This information can also be accessed from multiple remote locations, providing the City of New Albany with convenient access while enjoying the benefits of centralized system management.
- **User-Friendly** – MCC 7500 VPM's environment features the familiar standards used by other Windows programs worldwide.
- Screen layout, menus and icons are easy to understand and quickly recognizable by users.
- Easy dispatcher's display screen configuration can be customized via the Elite Admin application.
- Elite Dispatch GUI uses a simple point-and-click response. The dispatcher has the choice of using a standard mouse or optional trackball, and the keyboard is not required for day-to-day dispatch operations. A mouse is offered with this proposed design.
- **Agency Partitioning** – Allows multiple agencies to use a common system while maintaining control over their console resource.

1.2.3   Architecture

The main components of a Motorola MCC 7500 VPM system:

- Dispatch console Workstation and Voice Processor Module (VPM).

- IP routing and site control equipment.
- Telephone Media Gateway for support of up to 8 POTS lines.
- Conventional Channel Gateway.

Various combinations of these components are connected together and to the rest of the ASTRO 25 system via a console site router and switch on an IP network.

The dispatch console software consists of the Elite Dispatch graphical user interface (GUI), described in this system description. The dispatch console hardware is based on a commercially available personal computer with Motorola-provided hardware and software.

The Motorola-certified personal computer accessories for each dispatcher position include:

- A high resolution 22 inch touch screen LCD display.
- RF interference-free certified keyboard and mouse.
- A separate Voice Processing Module (VPM) for all other I/O connections.
- Two desktop speakers (optionally expandable, up to eight).
- Two headset jacks.
- A desktop microphone with built-in transmit button.
- A dual pedal footswitch to activate transmit and channel monitor functions.
- Dual Instant Recall Recorder (Dual IRR)

The Voice Processor Module (VPM) includes the voice card which performs the digital-to-analog and analog-to-digital conversions for all analog audio flowing into or out of the dispatch console. It also provides the connections for accessory items including speakers, headset jacks, microphone, footswitch, telephone headset audio, and instant recall recorder for radio.

The VPM provides the vocoding and audio processing services for the dispatch console. It includes AMBE and IMBE vocoder algorithms for ASTRO 25 operation, as well as supporting audio level adjustments, summing and filtering, and can support multiple simultaneous streams of audio. The VPM also generates standard paging tone sequences used for personnel alerting.

1.2.4 Elite Dispatch Graphical User Interface

The Motorola MCC 7500 dispatch console uses the Elite Dispatch graphical user interface (GUI) for displaying information to and accepting commands from the dispatcher. The Elite Dispatch GUI is efficient, easy to use, and intuitive having been refined and proven through years of use in public safety dispatch centers around the world, including Ohio MARCS. The Elite GUI is periodically updated and enhanced to improve flexibility and versatility for dispatch centers with from one to over one hundred operator positions.

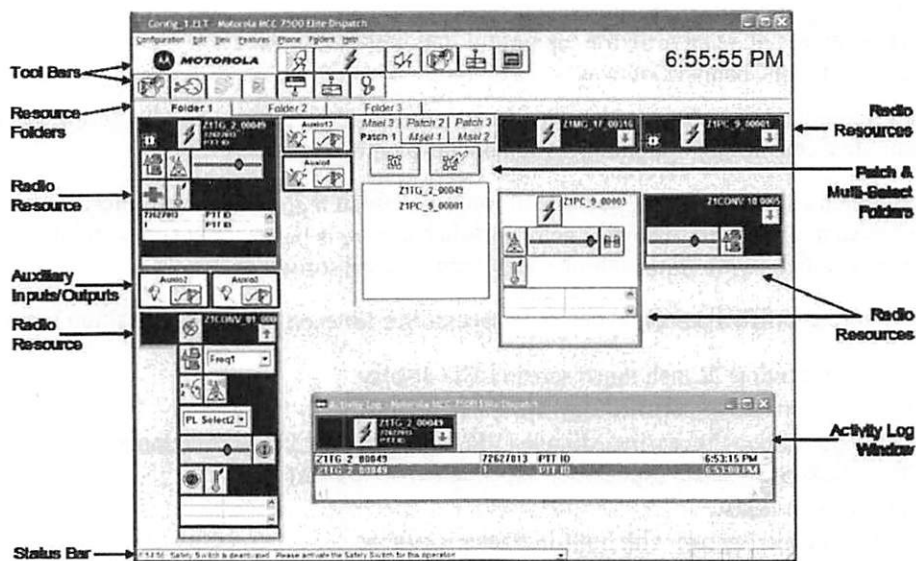An example of the Elite Dispatch GUI is shown below in Figure 1-1.

Figure 1-1: Elite Dispatch GUI

The Elite Dispatch GUI is based on Microsoft Windows GUI programming standards and contains many controls, displays and features which are familiar to anyone who has used Windows-based applications. These features are described in greater detail in the following sections.

1.2.4.1   Pull-Down Menus

The dispatcher is able to access features and functions through the pull-down menus. The Elite Dispatch GUI provides the following pull-down menus on a menu bar across the top of the dispatch window.

- **Configuration** – Provides access to the configuration files used by the Elite Dispatch GUI. Also allows the dispatch application to be exited.
- **Edit** – Allows various aspects of how audio, resources and features are presented to the user on the Elite Dispatch GUI to be edited. Changes made using this menu are not permanent and are lost when the dispatch application is exited.
- **View** – Allows the dispatcher to control whether or not the Activity Log and Auxiliary I/O Windows are shown.
- **Folders** – Allows the dispatcher to switch between folders, add folders and change the folder tab width. Changes made using this menu are not permanent and are lost when the dispatch application is exited.
- **Help** – Provides access to detailed online help for using the Elite Dispatch GUI.

The user may customize which menus are displayed and what they contain via the Elite Admin application.

1.2.4.2   Toolbars

The toolbar is a row of icon buttons located at the top of the dispatch window. Up to two toolbars may be present and may be used to provide quick access to frequently used features. The following are examples of the items which may be placed in the toolbars:

- Clock.
- General transmit button.
- Alert tone selections.
- Monitor button.
- All mute button.

There are many other items which may optionally be placed in the toolbars. The Elite Admin application is used to define how many toolbars are displayed and what they contain.

1.2.4.3 Status Line

A status bar is provided across the bottom of the dispatch window for viewing the status of the dispatch console, as well as various error messages. The most current status or error message is displayed in the status line until cleared by the dispatcher. The dispatcher may scroll through the last ten statuses/error messages to view them and may clear them by using the Features menu on the menu bar.

1.2.4.4 Resource Folders

The Elite Dispatch GUI provides up to six resource folders for organizing the various resources (radio resources, one-button paging, auxiliary input/output resources, etc.) that are assigned to the dispatch console. These folders may be given descriptive names to simplify the organization of the resources.

The resources on a folder are displayed when the dispatcher clicks on the folder tab. Resources on folders which are hidden behind the one being displayed continue to operate in a normal manner. Radio resource audio on a hidden folder appears in the appropriate speakers/headsets along with a visual call indication on the folder tab. If an emergency alarm or call is received on a radio resource which is located on a hidden folder, a visual emergency indication is displayed on the folder tab.

A resource may be placed in more than one folder at the same time. This allows the City of New Albany Dispatch to create folders for special situations without having to move resources back and forth between folders.

The Elite Admin application is used to configure how many folders appear on the Elite Dispatch GUI and which resources appear on each folder. It is also used to set the descriptive names which appear on the folder tabs.

During dispatch operations the dispatcher may, if so configured by the Elite Admin application, be able to temporarily add, remove or move resources on the folders. If this is done these changes are not saved when the user logs out of or changes configuration files for the dispatch application.

Radio Resources

Voice communication paths in the radio system are represented as radio resources – also referred to as tiles – on the Elite Dispatch GUI. These radio resources are used by the dispatcher to communicate on and control the radio system.

The following radio resources are supported:

- Trunked talkgroups.
- Trunked announcement groups.
- Trunked private calls.
- Analog conventional channels.

Indicators and Controls

A radio resource contains indicators and controls that allow the dispatcher to monitor and control various aspects of the radio channel. Examples of the indicators and controls which may appear on a radio resource include:

- Instant transmit button.
- Transmit active/transmit busy indications.
- Patch active/patch busy indications.
- Received call indication.
- Received call stack.
- Individual volume control.

The types of indicators and controls which appear on the radio resource depend on the type of radio channel it represents, and how it has been configured in the Elite Admin application. The radio resource may be configured as a compressed resource, a larger compressed resource or an expanded resource.

- **Compressed Resource** – Allows the dispatcher to hide the indicators and controls the radio resource (Figure 1-2). The small arrow button opens and closes the resource to show the controls and indicators. This saves a tremendous amount of space on the screen by allowing the dispatcher to view only the most critical information for any given channel. This type of display is ideal for dispatchers monitoring several different channels where space in the resource folder is at a premium.
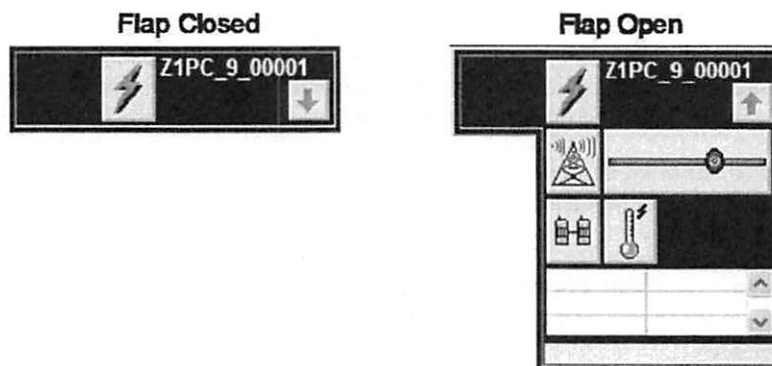

Figure 1-2: Compressed Radio Resource

- **Larger Compressed Resource** – A radio resource that always shows some of the indicators and controls, but allows the dispatch console to hide some of the others (Figure 1-3).
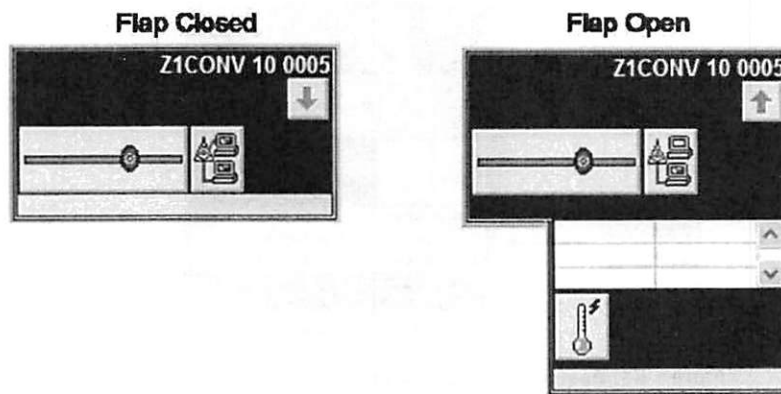
Flap Closed   **Flap Open**

Figure 1-3: Larger Compressed Radio Resource

- **Expanded Resource** – This radio resource always shows the indicators and controls (Figure 1-4) and cannot be compressed. The expanded version provides the advantage of a single-button press for any function. It is ideal for dispatchers who are only monitoring a few channels/talk groups and where space in the resource folder is not at a premium.
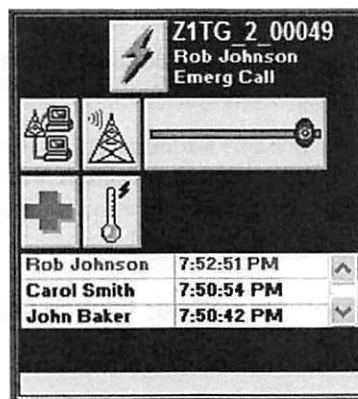

Figure 1-4: Expanded Radio Resource

Any activity or change on a radio resource appears on all dispatch consoles that have that resource assigned on them.

Received Call Stack

The received call stack provides the dispatcher with a visual record of the most recent inbound calls on radio resources. This allows the dispatcher to keep track of calls during busy traffic periods.

The calls are displayed in list format on a radio resource, with the most recent calls at the top of the list. The number of calls displayed in the list is configurable, as is the type of information displayed. The types of information that can be displayed include: unit ID, unit ID alias, site ID, zone ID, type of call and time. If an alias is available for a piece of information, it is displayed; otherwise the raw information is displayed. Figure 1-5 shows a radio resource containing a received call stack.
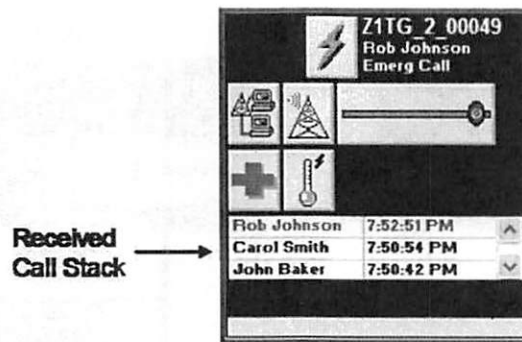
**Figure 1-5: Received Call Stack on a Radio Resource**

The received call stack has a fixed memory of 25 calls, but the number of calls which are displayed is configurable via the Elite Admin application. Regardless of how many calls are actually displayed, the dispatcher can always scroll through all 25 calls in the stack's memory.

The dispatcher can delete individual calls from the received call stack. All of the calls listed in a received call stack can also be deleted with a single action.

Auxiliary Input and Output Resources

Auxiliary inputs and outputs (Aux I/Os) allow control of external devices via relay closures and sense the state of external devices via input buffers from the MCC 7500 VPM Dispatch Console.

The Aux I/O resources are represented by various graphical icons that change their appearance based on the state of the resource. The Elite Admin application is used to associate a particular icon with a specific input or output. Examples of some of the icons which may be used are shown in Figure 1-6.
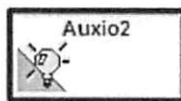
Icon for Input Buffer (shown in Active State)
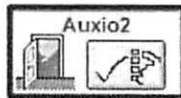
Icon for Control Relay (shown in Active State)
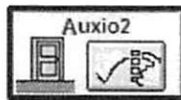
Icon for Control Relay (shown in Inactive State)

Figure 1-6: Auxiliary Input/Output Resource Icons

Patch and Multi-Select Folders

The patch and multi-select features are accessed via a set of dedicated folders on the Elite Dispatch GUI. These folders are smaller than the resource folders, and may be placed on the screen to suit the dispatcher's preferences. The placement is done in the Elite Admin application. There can be up to sixteen patch folders and three multi-select folders.

Patch Folders

Msel 3	Patch 2	Patch 3
Patch 1	Msel 1	Msel 2

Z1TG_2_00049

Z1PC_9_00001

Figure 1-7: Patch Folders

Clicking on one of the patch folder tabs brings it into view. The patch group is then opened by clicking on the left-most button on the folder. Once the patch group is open, the patch group is editable and members may be added or removed from the patch group by clicking on the desired radio re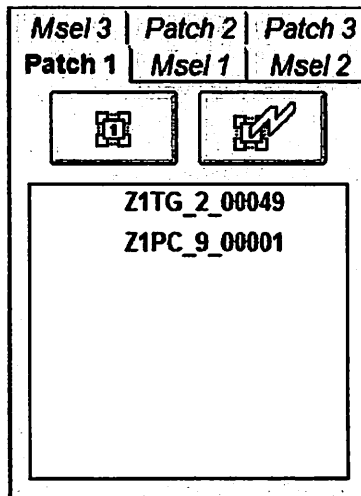sources. Note that patch groups are active whenever there are members assigned to them. This is true even if the patch group is not open.

The members of the patch group are shown on the patch folder along with the status of each member (patched or pending). The resources in the patch also show an indication that they are in a patch group.

Some patch groups contain members which were pre-assigned by the Elite Admin application. These patch groups become active as soon as possible after the dispatch console begins using the configuration file which contains the pre-assigned patch groups. The dispatcher can add/remove members from the pre-assigned patch group, but these additions/removals are lost when the dispatch console either re-loads the configuration file or changes to a different configuration file.

A patch transmit button is provided on the patch folder to allow the dispatcher to easily transmit on all members of the patch group with a single button press.

Multi-Select Folder

Clicking on one of the multi-select folder tabs brings it into view. The multi-select group is then opened by clicking on the left-most button on the folder. Once the multi-select group is open, the multi-select becomes active, and members can be added or removed from the group by clicking on the desired radio resources. Closing the multi-select folder (by clicking on the left-most button a second time) deactivates the multi-select group.

> NOTE: This operation is different than that of the patch folders. A dispatch console can only have one multi-select group active at a time, but it can have multiple patch groups active simultaneously.

The members of the multi-select group are shown on the multi-select folder.

Some multi-select groups contain members which were pre-assigned by the Elite Admin application. The dispatcher can add/remove members from the pre-assigned multi-select group, but these additions/removals are lost when the dispatch console either re-loads the configuration file or changes to a different configuration file.
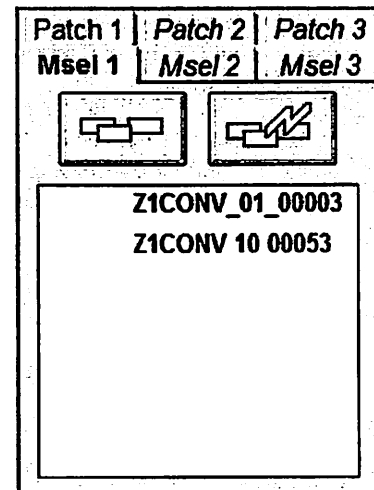
Patch 1	Patch 2	Patch 3
Msel 1	Msel 2	Msel 3

Z1CONV_01_00003

Z1CONV 10 00053

Figure 1-8: Multi-Select Folder

1.2.4.5 Activity Log Window

The dispatcher can use the activity log window as a point of reference for all calls coming into the dispatch console. The activity log shows call information associated with all incoming radio calls including the name of the radio resource and the time of the call. Incoming calls from all radio resources assigned to the dispatch console are displayed in the activity log.

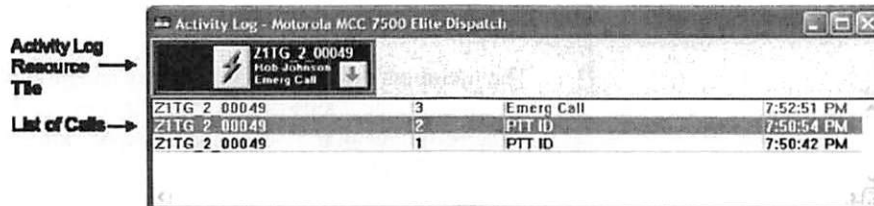Figure 1-9 shows an example of an activity log window.

Figure 1-9: Activity Log Window

Up to 1000 calls can be held in the activity log. The most recent call is in top of the list and the oldest is at the bottom. Once the list is filled, the oldest calls are discarded as new calls come in. the dispatcher may resize the activity log to show various numbers of calls. For example, when there is light activity, the dispatcher may choose to only show a few calls. During busy hours, the dispatcher may view more calls by simply dragging the lower right hand corner of the activity log (making it longer) to see additional calls.

Dispatchers may respond to incoming calls by clicking on a call in the list. Once a call is selected, the entry appears highlighted and the name of the radio resource appears at the top of the activity log. The dispatcher can then press the instant transmit button on the activity log resource tile to communicate with that radio resource.

The information displayed by the activity log can be customized to suit the dispatcher's needs. The activity log can be configured to show combinations of Resource Name, Unit ID or Alias, Status Number or Alias, Receiving Site ID, Receiving Zone ID and Time. This configuration is done via the Elite Admin application and, if so configured, via the dispatcher interface.

The Elite Admin application controls whether or not a dispatch console has the capability of displaying the activity log. If a dispatch console is given the capability, the dispatcher has the ability to view or not view the activity log based on their needs.

The number of lines that are initially displayed by the activity log is configurable via the Elite Admin application or the dispatcher interface. The number of lines that are displayed may also be changed in real time by changing the size of the activity log window. The user can scroll through all the entries in the activity log, even if they cannot all be displayed at once.

1.2.4.6 Help

The dispatch console is designed to allow the dispatcher to quickly access information on how to use its features. There are three types of help available to the dispatcher: Online, Micro and Tool Tips.

Online Help

Online Help provides detailed information on how to use the dispatch console. The user accesses Online Help via the Help menu on the menu bar. The user can search for topics or key words to

quickly find the desired information or the user can use a table of contents to find the information. The information is displayed in a pop-up window on the dispatch user interface.

Online Help allows new dispatchers to shorten their learning curve and more experienced dispatchers to quickly remember how to operate seldom-used features.

Micro Help

Micro Help provides information about the state of controls or indicators in a resource tile. When the cursor is placed over a control or indicator on a resource tile, a description of the control or indicator's state is given across the bottom of the resource tile. The text across the bottom of the resource describes the icon the cursor is pointing to.

The text displayed by the Micro Help feature may be edited via the Elite Admin application.

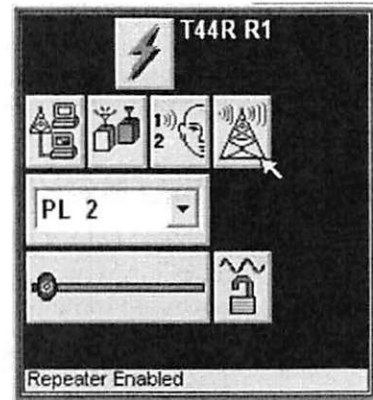Micro Help allows a dispatcher to view the status of a control or indicator textually instead of graphically.

Tool Tips Help

Tool Tips Help provides information about tool bar buttons and menu bar menus to the dispatcher. When the cursor is placed over a tool bar button, the button's name appears in a small

Figure 1-10: Micro Help on a Radio Resource

pop-up window next to the cursor, and a short explanation of the button appears in the status bar at the bottom of the dispatch user interface window. When the cursor is moved across a menu item in a menu, a description of the menu item appears in the status bar at the bottom of the dispatch user interface window.

The text displayed by the Tool Tips feature may be edited via the Elite Admin application. Tool Tips allow a dispatcher to quickly see a short explanation of the button or menu item of interest.

1.2.5   Elite Admin Application

The Elite Dispatch GUI screens are configured using the Elite Admin application. This application is designed to be extremely flexible and powerful, and allows administrators to build display screens that look very simple with minimal icons and channels, or more sophisticated with many folders and channels. The Elite Admin application allows Ohio MARCS trained and authorized technical support staff to create screens that can be used by multiple dispatchers (accessed over the network), shared by all users of a single position, or even a customized screen per dispatcher. Each screen configuration may optionally be password protected to ensure proper use and control. All of the screen configurations could be stored on the state's servers. During emergencies that require dispatch center relocation, this allows a City of New Albany dispatcher to log in at other dispatch center locations across the Ohio MARCS*IP* network, view their own customized console layouts, access the same resources, and see their locally entered radio alias identity information.

The state's personnel use the Elite Admin application to perform numerous functions including:

- Create new configurations (for any operator).
- Enable or disable operator positions.
- Modify existing configurations.
- Assign/de-assign radio resources to various folders and determine location.
- Determine audio routing of resources to speakers.

September 10th, 2019

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

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- Set initial volume level of radio and phone resources.
- Determine icons used for Auxiliary I/Os.
- Determine if Auxiliary I/Os are safety switch protected, and whether they have an audible alarm.
- Determine items that should go on the toolbar and where they should be placed.
- Create pre-assigned patch/multi-select/primary groups.
- Create pre-assigned one-button paging tone sequences.
- Determine if the activity log is shown initially and where on the screen it is shown (dispatchers may still hide or show the activity log).
- Assign/de-assign radio and auxiliary input/output resources to various folders.
- Determine where features are placed on each radio resource.
- Determine the size of each radio resource (compressed, larger compressed or expanded).

1.3 OHIO MARCS REDUNDANT CORE NETWORKING

The Ohio MARCS zone core equipment includes redundant Master site controllers, system routing centers, LAN switches, and other ancillary equipment, configuration management software and all associated software.

The core includes AES data encryption and FIPS 140-2 certification on all IP links extending outside the core location, including dispatch centers and to CCGW devices located at remote base station sites. Link encryption is a general best practice for IP-based communications networks in the public safety mission critical realm, and is required for interconnection with Ohio MARCS statewide communications infrastructure. The core link encryption capability does not provide protection for analog telephone line connections between the CCGW ports and individual base or control stations.

1.4 CONVENTIONAL CHANNEL GATEWAYS

The Conventional Channel Gateway (CCGW) is part of the core networking equipment used with the MCC 7500 VPM Dispatch Console to provide the dispatchers access to analog conventional stations in their system. The CCGW allows an analog conventional base station, audio source, or digital channel to connect to the IP transport network and the console system. When the base stations with gateways are connected to the network, dispatchers are able to monitor and transmit on the radio channel.

Existing Ohio MARCS control stations can be connected into the IP network via Enhanced Conventional Channel GateWay (ECCGW) units which translate between the analog audio control information and IP data packets. *(NOTE: If conventional interface support is required a separate quote can be provided as applicable.)*

1.5 CONSOLE ALIAS MANAGER

The MKM 7000 Console Alias Manager (CAM) is a solution for creating, editing and distributing the Radio Unit ID Aliases used on the MCC 7500 and MCC 7100 IP dispatch consoles.

It was developed in response to customer requests for greater flexibility and more capabilities in managing these aliases. Console Alias Manager provides the following primary benefits:

- Autonomy in managing aliases.
- Faster distribution of new/updated aliases to consoles.
- An API for connecting to CAD or other systems.

1.6   OPTIONAL MCC 7500 CONSOLE

As an option to the New Albany dispatch center Motorola is including one additional MCC 7500 operator position (see equipment list for detail).

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STATEMENT OF WORK

2.1 OVERVIEW

Motorola proposes the installation and configuration of the equipment at the Customer Dispatch location (50 City Hall Road, New Albany, Ohio 43054) as defined in the System Description and Equipment List. The document delineates the general responsibilities between Motorola and the City of New Albany, as agreed to by contract.

The proposed system connects to the Ohio MARCS*IP* system via Customer provided connectivity.

> **NOTE:** City of New Albany is responsible for providing all approvals and memorandums of understanding, as needed, from Ohio MARCS to Motorola.

2.1.1 Motorola Responsibilities

Motorola's general responsibilities include the following:

- Conduct project kickoff meeting with City of New Albany to review project design and finalize requirements.
- Schedule the implementation schedule in agreement with the City of New Albany.
- Coordinate the activities of all Motorola subcontractors under this contract.
- Administer safe work procedures for installation.
- Provide the City of New Albany with the appropriate system interconnect specifications.
- Define link specifications for each link required for the proposed system.
- Define electrical requirements for each equipment rack and operator position to be installed in the City of New Albany-provided facilities.
- Define heat load for each equipment rack to be installed in the City of New Albany-provided facilities.
- Install the console operator position in the location and on desktop space provided by the City of New Albany.
- Install the proposed backroom rack equipment in the dispatch location provided by the City of New Albany.
- Connect the City of New Albany-supplied, previously identified circuits into the console, to a demarcation point located within 25 feet of the console interface.
- Connect the appropriate equipment to the City of New Albany-supplied ground system in accordance with Motorola's R56 Site Installation Standards.
- Perform the console programming, based on the console templates jointly developed by the City of New Albany and Motorola.
- Equipment (see equipment list for details) to be installed at the City of New Albany Dispatch Center includes:
  - Install and configure one (1) MCC 7500 console operator position on existing City of New Albany-owned desk space (see equipment list for detail).
  - Install and configure the MKM Console Alias Manager
  - Install, rack and cable backroom equipment in Motorola provided rack(s).
  - Back room equipment includes (see equipment list for additional detail):
    - ◆ Site Manager - Aux I/O SDM3000 with punchblock panel.
    - ◆ HP Ethernet switch.
    - ◆ Conventional Channel Gateways.

- ◆ GCP 8000 site controller.

NOTE: Logging is not proposed. If required a separate quote can be provided upon request.

- Perform R56 site installation quality audits, verifying proper physical installation and operational configurations at the City of New Albany dispatch location.
- NOTE: Auxiliary input/outputs requirements have not been included. If needed, a separate quote can be provided.
- Create site evaluation report to verify site meets or exceeds requirements, as defined in Motorola's "Standards and Guidelines for Communication Sites" (R56).
- Ohio MARCS Master site:
  - Infrastructure related programming of the proposed dispatch console into the Master site (i.e., loading of IDs into the zone controller and dispatch) is included.
  - Install and configure the proposed dispatch site / operator position license.
- Optimize equipment and verify that all equipment is operating properly and that all electrical and signal levels are set accurately.
- Verify communication interfaces between devices for proper operation.
- Test features and functionality are in accordance with manufacturers' specifications.
- Verify the operational functionality and features of the dispatch 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 of New Albany for review.
- Resolve any punch list items before Final System Acceptance.
- Provide console training per training section.
- OPTIONAL MCC 7500 – (applicable only if purchased) All the responsibilities as noted above are applicable for the additional operator position(s) as purchased.
  - The optional MCC 7500 is assumed to be installed in the same location/room as the six proposed dispatch consoles.
  - Customer to provide furniture / deskspace for installation.
  - The optional MCC 7500 is assumed to be purchased and installed at the same time as the six proposed dispatch console offering.

2.1.2   City of New Albany Responsibilities

City of New Albany will assume responsibility for the installation and performance of all other equipment and work necessary for completion of this project that is not provided by Motorola.

City of New Albany's general responsibilities for both the dispatch location and the Ohio MARCS Master site are as follows:

- City of New Albany will provide a dedicated delivery point for receipt, inventory, and storage of equipment prior to installation.
- Coordinate the activities of all City of New Albany's vendors or other contractors, if applicable.
- City of New Albany to provide electrical panel/circuits as needed to support proposed equipment.

- Attend and participate in project meetings and reviews.
- Provide ongoing communication, as applicable, with Ohio MARCS regarding the dispatch console project and schedule.
- Provide dispatch facility location and furniture/desk space as required for dispatch sub-system installation.
- Ensure communications sites meet space, grounding, power, and connectivity requirements per R56 Communication Site Requirements for the installation of all equipment.
- Obtain all licensing, site access, or permitting required for project implementation.
- Secure site lease/ownership, zoning, permits, regulatory approvals, easements, power, and Telco connections.
- Provide demarcation point located within 25 feet of the console interface.
- Provide clear and stable access to the sites for transporting electronics and other materials. Sufficient site access must be available for trucks to deliver materials under their own power and for personnel to move materials to the facility without assistance from special equipment.
- Supply adequately sized electrical service, backup power (UPS, generator, batteries, etc.) including the installation of conduit, circuit breakers, outlets, etc., at each equipment location. Provide AC power (dedicated 20 Amp AC outlets – simplex with ground) for each major piece of equipment within six (6) feet of the location of the Motorola-supplied equipment, including the associated electrical service and wiring (conduit, circuit breakers, etc.).
- Provide adequate HVAC, grounding, lighting, cable routing, and surge protection (also, among existing and Motorola-provided equipment) based upon Motorola's "Standards and Guidelines for Communication Sites" (R56). Ceiling (minimum 9 feet) and cable tray heights [minimum eight (8) feet] in the equipment rooms in order to accommodate seven (7)-foot, six (6)-inch equipment racks.
- Bring grounding system up to Motorola's "Standards and Guidelines for Communication Sites" (R56) and supply a single point system ground, of five (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 floor space and desk space (including desk furniture, as needed) for the system equipment at the City of New Albany-provided facilities. Each rack shall be provided a minimum of 24-inch x 24-inch footprint with 36 inches clearance in the front and back.
- Relocate and/or removal of existing equipment, if needed, to provide required space for the installation of Motorola-supplied equipment.
- Provide obstruction-free area for the cable run between the demarcation point and the communications equipment.
- Supply interior building cable trays, raceways, conduits, and wire supports.
- Resolve any environmental issues including, but not limited to, asbestos, structural integrity of the site, and any other building risks (resolve environmental or hazardous material issues).
- Supply structural analysis, if required, for antenna mounting.
- Provide console template information as required for programming.
- Pay for usage costs of power and generator fueling, both during the construction and installation effort, and on an ongoing basis.
- Any required system interconnections not specifically outlined here will be provided by the City of New Albany, per Motorola specifications. Test results to confirm specification compliancy are required prior to equipment installation.

NOTE: These may include dedicated phone circuits, microwave links, or other types of connectivity.

- 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 the City of New Albany's system experience interference, Motorola can be contracted to investigate the source and recommend solutions to mitigate the issue.

- Provide IT support as needed.
- Provide room for training, as needed.
- Attend training session per schedule (note changes to the agreed upon schedule must be made 30 days in advance).
- OPTIONAL MCC 7500 (applicable only if purchased) - All of the customer responsibilities noted for the main project are applicable.
  - Customer to provide furniture / desk space for installation.
  - The optional MCC 7500 is assumed to be purchased at the same time as the six proposed dispatch console offering.

2.2   PROJECT SCHEDULE

Motorola's preliminary time duration indicates total project implementation to be approximately 4-6 months. A final project schedule will be developed based upon mutual agreement between Motorola and the City of New Albany at the detailed design review (DDR).

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TRAINING

3.1 OVERVIEW

Motorola Solutions understands that successful implementation and use of your communications system depends on effective training. We have developed a training proposal for the City of New Albany to ensure a comprehensive understanding of your proposed system and all user equipment. We are leveraging years of training experience working with customers just like you to provide recommendations for your consideration. The training proposal detailed in the following pages incorporates customer feedback coupled with a best practices systematic approach to produce effective course delivery and content.

Our commitment to the City of New Albany is to provide unsurpassed services that ensure the equipment operates efficiently for the life of the system. To do so, we directly train your personnel to utilize the system to its maximum potential.

City of New Albany personnel will gain in-depth understanding of the power of your new system through education and proficient daily use. Our high-quality training focuses on student needs. The training is complemented by detailed documentation and available continuing education programs.

We will collaborate with the City of New Albany to develop a final customized training plan that fits your needs. Our goal is to ensure system administrators, technicians and end users are skilled in using your new system.
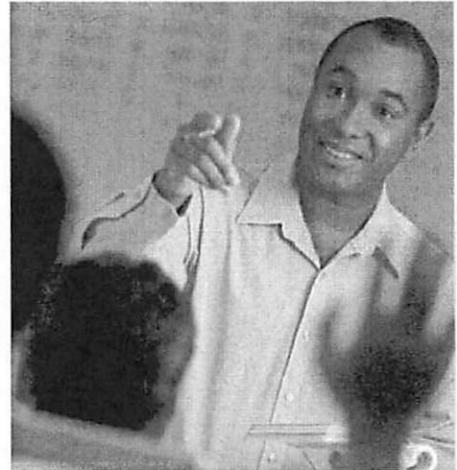
3.2 TRAINING APPROACH

Our training solutions deliver a combination of online training and field based instructor-led training in classrooms at the City of New Albany locations using operational equipment. Motorola Solutions will employ knowledgeable and experienced instructors to deliver well-designed courseware and integrated lab activities.

Training is based upon several key criteria:

- Course design is driven by an analysis of student needs. It focuses on specific application rather than theory.
- Learning objectives are based upon what students need to accomplish on the job.
- Hands-on lab opportunities using City of New Albany specific job aids are incorporated to maximize learning and retention.

Our instructors bring invaluable experience and knowledge of customer communication solutions into their training approach. This gives them better insight and understanding into the practical aspects of the City of New Albany manager, technician and end user job functions. Each instructor has the proven ability to communicate with a novice as well as expert personnel.
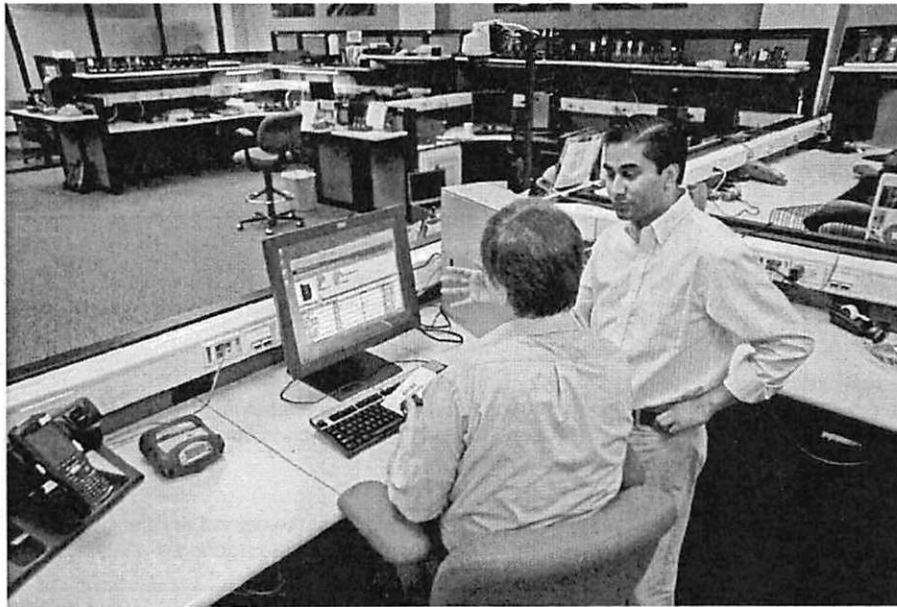
3.3 PROPOSED COURSES

Motorola Solutions has identified the following course(s) that are necessary to achieve the training goals for the City of New Albany. Course description files for the recommended courses are provided on the following pages. Class delivery for instructor-led courses in the field will be tailored for your system and features.

Specifically, our proposed training plan addresses the following categories as identified in your request for proposal:

- Console Operators and Supervisors.

It is recommended that participants bring their laptop computers for all system administrator and technician classes.

3.3.1 Console Operator and Supervisor Training Plan

Course Title	Target Audience	Sessions	Duration (Days)	Location	Date	Participants
MCC7500 Console Operator 6-8 training consoles (Instructor-led)	Dispatch Operators	6-8 (4-hour session)	3-4	US	Prior to cutover	Up to 40
Operator Course Synopsis: This course provides participants with an introduction to the dispatch console, its basic operation and tailored job aids which will be available for assistance in operation. Through facilitation and hands-on activities, the user learns how to perform common tasks associated with the console operation.					MCC7500 Operator.DOC	

MCC7500 Console Operator and Admin Utilizing the Interactive End User Tool Kit 4 training consoles (Instructor-led)	Dispatch Supervisors	2 (8-hour session)	2	US	Prior to cutover	8
Operator Course Synopsis: This course provides participants with an introduction to the dispatch console, its basic operation and tailored job aids which will be available for assistance in operation. Through facilitation and hands-on activities, the user learns how to perform common tasks associated with the console operation. **Admin Course Synopsis:** This course provides participants with the knowledge and skills to manage and utilize the MCC 7500 console administrator functions. Through facilitation and hands-on activities, the participant learns how to customize the console screens. Note: The first half of the day is the Operator class. The second half of the day is the Admin class. The utilization of the Interactive End User Tool Kit will be covered during the Admin class.						MCC7500 Operator.DOC MCC7500 Supervisor.DOC

3.3.2 Course Outlines

Course outlines for the proposed courses can be found on the following pages.

3.3.2.1 MCC 7500 Console Operator

Duration

- 4 hours.

Delivery Method

- ILT - Instructor-led training.

Target Audience

- Dispatch Console Operators, Supervisors, System Administrators, and Support Personnel.

Course Synopsis

This course provides participants with an introduction to the dispatch console, its basic operation and tailored job aids which will be available for assistance in operation. Through facilitation and hands-on activities, the user learns how to perform common tasks associated with the console operation.

Course Objectives

- Perform basic operational tasks of the dispatch console.
- Utilize the provided job aids to perform specific tasks associated with the console.
- Understand a high level view of the system configuration.
- High-level overview of the customer system configuration.
- General console operation.
- Proper operating procedures for specific customer features.

Recommended Prerequisites

- None.

Key Topics

- Overview.
- Communicating with Radios.
- Advanced Signaling Features.
- Resource Groups.
- Working with Configurations.
- Working with Aux IOs.
- Troubleshooting.

3.3.2.2 MCC 7500 Console Supervisor

Duration

- 4 hours Operator, plus
- 4 hours Admin.

Delivery Method

- ILT - Instructor-led training.

Target Audience

- Dispatch Supervisors and System Administrators.

Admin Course Synopsis

This course provides participants with the knowledge and skills to manage and utilize the MCC7500 console administrator functions. Through facilitation and hands-on activities, the participant learns how to customize the console screens.

Course Objectives

- Understand the menu items and tool bar icons.
- Edit folders, multi-select/patch groups, auxiliary input output groups, windows and toolbars.
- Add/delete folders.

Recommended Prerequisites

- None.

Key Topics

- Introduction.
- Configurations.
- Folders and Resource Setup.
- Customizing Folders.
- Auto Starting the MCC 7500 Dispatch Console.
- Editing Preferences.
- Configuring the Toolbar.
- Setting Up Aux IOs.
- Resource Groups.

SERVICE/WARRANTY

Motorola places great emphasis on ensuring that communications systems, such as the one proposed for the City of New Albany, meet high standards for design, manufacture, and performance. To enhance the value of the communications system being acquired, Motorola offers customized warranty.

4.1 WARRANTY SERVICES

Motorola Standard Commercial Warranty services are provided in addition to the services below:

4.2 ADVANCE PLUS SERVICE OVERVIEW

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

- Service Desk.
- Technical Support.
- Network Event Monitoring.
- Onsite Support.
- Annual Preventative Maintenance.
- Network Hardware Repair.
- Network Hardware Repair with Advanced Replacement.
- Self-Installed Security Patches.
- Remote Security Patch Installation.
- Security Monitoring.
- Network Updates.

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

4.3 ADVANCE PLUS SERVICES DESCRIPTION

Centralized Service Delivery

Centralized support will be provided by Motorola's support staff, located at our Service Desk and Solutions Support Center (SSC). These experienced personnel will provide direct service and

technical support through a combination of Service Desk telephone support, technical consultation and troubleshooting through the SSC, and ongoing network monitoring of your system.

Motorola will provide **Service Desk** response as a single point of contact for all support issues, including communications, third-party subcontractors and manufacturers, and Motorola. When your personnel call for support, the Service Desk will record, track, and update all Service Requests, Change Requests, Dispatch Requests, and Service Incidents using Motorola's Customer Relationship Management (CRM) system. The Service Desk is responsible for documenting inquiries, requests, concerns, and related tickets; tracking and resolving issues; and ensuring timely communications with all stakeholders based on the nature of the incident.

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

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

Field Service Delivery

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

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

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

Network Hardware Repair

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

Motorola also proposes **Network Hardware Repair with Advanced Replacement.** With this additional service, Motorola will exchange malfunctioning components and equipment with advanced replacement units or Field Replacement Units (FRUs) as they are available in the Repair

Depot's inventory. Malfunctioning equipment will be evaluated and repaired by the infrastructure repair depot and returned to the Repair Depot's FRU inventory upon repair completion. If it is preferred to maintain your own existing FRU inventory, a "loaner" FRU can be requested while the unit is being repaired.

Security Management Operations

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

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

Network Updates

With our proposed **Network Updates Service**, Motorola commits to sustain your ASTRO 25 system through a program of software and hardware updates aligned with the ASTRO 25 platform lifecycle. This comprehensive approach to technology sustainment will ensure access to the latest available standard features, as well as the opportunity to incorporate optional features through the purchase of hardware and/or software licenses. Updates and expansion of system components will optimize the availability of repair services, and provides the ability to add RF sites, dispatch positions, data subsystems, network management positions, and other elements to increase capacity and processing capability. The Network Updates Service will provide one upgrade every two years throughout the life of the service agreement. Motorola will minimize any interruption to system operation during each network update, with minimal reliance on your personnel.

4.4   MOTOROLA SERVICES CAPABILITIES

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

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

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

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Onsite Service through a Field Service Team

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

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

Centralized Repair Management through Motorola's Repair Depot

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

Direct Access to System Information through MyView Portal

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

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

4.5 LIFECYCLE SERVICES

Post warranty and maintenance pricing is not included in this proposal. See optional pricing on the price page.

NOTE: For security purposes Ohio MARCS*IP* add-on customers are required to ensure that their add–on has Security Update Service and Security Monitoring as part of their ongoing maintenance contract. These services may be purchased upfront with the main project or separately.

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EQUIPMENT LIST

MCC 7500 Dispatch System Equipment

QTY	NOMENCLATURE	DESCRIPTION
1	B1905	MCC 7500 ASTRO 25 SOFTWARE
1	B1933	MOTOROLA VOICE PROCESSOR MODULE
1	CA01642AA	ADD: MCC 7500 BASIC CONSOLE FUNCTIONALITY SOFTWARE LICENSE
1	CA01644AA	ADD: MCC 7500 /MCC 7100 ADV CONVL OPERATION
1	CA01643AA	ADD: MCC 7500 / MCC 7100 TRUNKING OPERATION
1	CA00140AA	ADD: AC LINE CORD, NORTH AMERICAN
1	CA02073AA	ADD: MCC 7500 Enhanced Console Telephony Operaiotn License
1	DDN1405	CISCO MEDIA GATEWAY WITH 8 POTS LINES
1	DSEV221B	TECH GLOBAL EVOLUTION SERIES 22INCH WITH TOUCH
1	TT3106	Z440 WORKSTATION WINDOWS 10 IOT ENT (NON RETURNABLE)
1	T7448	WINDOWS SUPPLEMENTAL FULL CONFIG
2	B1912	MCC SERIES DESKTOP SPEAKER
1	B1914	MCC SERIES DESKTOP GOOSENECK MICROPHONE
2	B1913	MCC SERIES HEADSET JACK
2	RLN6099A	HDST MODULE BASE W/PTT, 25' CBL
2	RMN5078B	SUPRAPLUS NC SINGLE MUFF HEADSET
1	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH FOR USE WITH MOTOROLA MCC 7500 DISP
1	T7885	MCAFEE WINDOWS AV CLIENT
1	DDN2089	DUAL IRR SW USB HASP WITH LICENSE (V47)
1	DDN2134	SOUND BLASTER AUDIGY FX PCIE SOUND CARD
1	CDN6673	CREATIVE LABS INSPIRE A60
2	CLN1856	2620-24 ETHERNET SWITCH
2	SQM01SUM0205	GGM 8000 GATEWAY
2	CA01616AA	ADD: AC POWER
2	CA02087AA	ADD: ENCRYPTION (7.12 OR LATER)
1	F4543	SITE MANAGER BASIC
1	VA00874	ADD: AUX I-O SERV FW CURR ASTRO REL
3	V592	AAD TERM BLCK & CONN WI
1	T7038	GCP 8000 SITE CONTROLLER
1	CA00303AA	ADD: QTY (1) SITE CONTROLLER
1	X153AW	ADD: RACK MOUNT HARDWARE
1	CA01136AA	MCC 7500 CONVEN SITE OPER
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01616AA	ADD: AC POWER
1	CA02086AA	ADD: HIGH DENSITY ENH CONV GATEWAY
1	BVN1013	MKM 7000 Console Alias Manager Software
1	TT3106	Z440 WORKSTATION WINDOWS 10 IOT ENT (NON RETURNABLE)
1	T7885	MCAFEE WINDOWS AV CLIENT
2	TRN7343	SEVEN AND A HALF FOOT RACK
2	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TSJ AND WPH SERIES DATA SPDS
1	SQM01SUM0273	MASTER SITE CONFIGURATION
1	CA02629AC	ADD: EXPAND 7.17 M CORE
2	UA00156AA	ADD: MCC7500 CONSOLE LICENSES (QTY 5)
1	CA01316AA	ADD: UNC ADDTL DEVICE LIC (QTY 10)

Optional MCC 7500 Equipment (Qty 1)

QTY	NOMENCLATURE	DESCRIPTION
1	B1933	MOTOROLA VOICE PROCESSOR MODULE
1	CA01642AA	ADD: MCC 7500 BASIC CONSOLE FUNCTIONALITY SOFTWARE LICENSE
1	CA01644AA	ADD: MCC 7500 /MCC 7100 ADV CONVL OPERATION
1	CA01643AA	ADD: MCC 7500 / MCC 7100 TRUNKING OPERATION
1	CA00140AA	ADD: AC LINE CORD, NORTH AMERICAN
1	CA02073AA	ADD: MCC 7500 Enhanced Console Telephony Operaiotn License
1	DSEV221B	TECH GLOBAL EVOLUTION SERIES 22INCH WITH TOUCH
1	TT3106	Z440 WORKSTATION WINDOWS 10 IOT ENT (NON RETURNABLE)
1	T7448	WINDOWS SUPPLEMENTAL FULL CONFIG
2	B1912	MCC SERIES DESKTOP SPEAKER
1	B1914	MCC SERIES DESKTOP GOOSENECK MICROPHONE
2	B1913	MCC SERIES HEADSET JACK
2	RLN6099A	HDST MODULE BASE W/PTT, 25' CBL
2	RMN5078B	SUPRAPLUS NC SINGLE MUFF HEADSET
1	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH FOR USE WITH MOTOROLA MCC 7500 DISP
1	T7885	MCAFEE WINDOWS AV CLIENT
1	DDN2089	DUAL IRR SW USB HASP WITH LICENSE (V47)
1	DDN2134	SOUND BLASTER AUDIGY FX PCIE SOUND CARD
1	CDN6673	CREATIVE LABS INSPIRE A60

PRICING AND TERMS

6.1 PRICING

Motorola is pleased to provide the following equipment and services to the City of New Albany.

TOTAL System Equipment and Complete Installation of One (1) MCC 7500 Dispatch Console per the proposal Equipment List and Statement of Work:

- Ohio STS 573077
- System Total with all Discounts $166,497.80

6.2 LIFECYCLE SERVICES PRICING

Motorola is pleased to provide the following equipment and services to the City of New Albany for the proposed dispatch solution with (1) console operator position.

Advance Plus Package 2 Years $39,790.20

   or

Advance Plus Package 4 Years $83,454.09

6.3 OPTIONAL OFFERINGS:

NOTE: The main offering includes a total of 5 operator position licenses which are applicable to the MCC 7500, MCC 7100 and any AIS units at the dispatch center. If more than 5 operator positions and/or AIS' are required a separate licensing quote will be required.

In addition, if additional operator positions are purchased and additional training is needed a separate quote can be provided upon request.

Motorola is pleased to provide the following optional equipment and services to the City of New Albany, optional item pricing is only valid if the options are selected and contracted in conjunction with the main contract offering.

Optional MCC7500 Operator Position

TOTAL System Equipment and Complete Installation of a single (1) MCC 7500 Dispatch Console per the proposal Equipment List and Statement of Work:

- System Total with all Discounts $35,766.20

Optional MCC 7500 Lifecycle Services Pricing

Advance Plus Package 2 Years – (1) MCC 7500 $10,514.16

   or

Advance Plus Package 4 Years – (1) MCC 7500 $22,051.91

September 10th, 2019

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

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6.4　PAYMENT SCHEDULE

Please see Exhibit B of the enclosed Communications System and Services Agreement, including the Maintenance, Support and SUA Addendum.

- This pricing is valid until September 27th, 2019.

CONTRACT

This proposal is based on Ohio STS 573077 pricing and is subject to the terms and conditions of the enclosed Communications System and Services Agreement, including the Maintenance, Support and SUA Addendum (CSSA), together with its Exhibits. This proposal is valid until September 27th, 2019. City of New Albany may accept the proposal by delivering to Motorola the signed CSSA.

Communications System and Services Agreement

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

Section 1   ATTACHMENTS

1.1.   EXHIBITS.   The Exhibits listed below are exhibits related to the System sale and implementation. These Exhibits are incorporated into and made a part of this Agreement.

Exhibit A   "Motorola Software License Agreement"
Exhibit B   "Payment"
Exhibit C   Technical and Implementation Documents

        C-1   "System Description" dated _____
        C-2   "Pricing Summary & Equipment List" dated _____
        C-3   "Implementation Statement of Work" dated _____
        C-4   "Acceptance Test Plan" or "ATP" dated _____
        C-5   "Performance Schedule" dated _____

Exhibit D   "System Acceptance Certificate"

1.2.   ADDENDUM (ADDENDA).   Customer may elect to purchase professional or subscription services in addition to the System and related services. Any such services will be governed by the terms in the main body of the Agreement and an applicable Addendum containing terms specific to such service. Such Addenda will be labeled with the name of the service being purchased.

1.3   ORDER OF PRECEDENCE. In interpreting this Agreement and resolving any ambiguities: 1) the main body of this Agreement takes precedence over the exhibits (unless otherwise specified in an exhibit), and any inconsistency between Exhibits A through D will be resolved in their listed order, and 2) The applicable service Addendum will take precedence over the main body of the Agreement and the Exhibits.

Section 2   DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

"Acceptance Tests" means those tests described in the Acceptance Test Plan.

"Addendum (Addenda)" is the title of the document(s) containing a specific set of terms and conditions applicable to a particular service or other offering beyond the Communication System and System implementation services. The terms in the Addendum are applicable only to the specific service or offering described therein.

"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.

"Beneficial Use" means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).

"Confidential Information" means all information consistent with the fulfillment of this Agreement, subject to the Ohio Public Records Act, 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. 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.

"Contract Price" means the price for the System and implementation Services, excluding applicable sales or similar taxes and freight charges. Further, unless otherwise stated in Exhibit B, "Payment" or the pricing pages of the proposal, recurring fees for maintenance, SUA, or subscription services are not included in the Contract Price.

"Deliverables" means all written information (such as reports, specifications, designs, plans, drawings, analytics, Solution Data, or other technical or business information) that Motorola prepares for Customer in the performance of the Services and is obligated to provide to Customer under this Agreement. The Deliverables, if any, are more fully described in the Statement of Work.

"Derivative Proprietary Materials" means derivatives of the Proprietary Materials that Motorola may from time to time, including during the course of providing the Services, develop and/or use and/or to which Motorola provides Customer access.

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

"Equipment" means the hardware components of the Solution that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.

"Feedback" means comments or information, in oral or written form, given to Motorola by Customer in connection with or relating to Equipment or Services, during the term of this Agreement.

"Force Majeure" means an event, circumstance, or act that is beyond a Party's reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause.

"Motorola Software" means software that Motorola or its affiliated companies owns.

"Non-Motorola Software" means software that a party other than Motorola or its affiliated companies owns.

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

"Proprietary Materials" means certain software tools and/or other technical materials, including, but not limited to, data, modules, components, designs, utilities, subsets, objects, program listings, models, methodologies, programs, systems, analysis frameworks, leading practices and specifications which Motorola has developed prior to, or independently from, the provision of the Services and/or which Motorola licenses from third parties.

"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.

"Services" means system implementation, maintenance, support, subscription, or other professional

services provided under this Agreement, which may be further described in the applicable Addendum and/or SOW.

"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.

"Software License Agreement" means the Motorola Software License Agreement (Exhibit A).

"Software Support Policy" ("SwSP") means the policy set forth at http://www.motorolasolutions.com/softwarepolicy describing the specific technical support that will be provided to Customers under the Warranty Period and during any paid maintenance support period for Motorola Software. This policy may be modified from time to time at Motorola's discretion.

"Solution" means the combination of the System(s) and Services provided by Motorola under this Agreement.

"Solution Data" means Customer data that is transformed, altered, processed, aggregated, correlated or operated on by Motorola, its vendors or other data sources and data that has been manipulated or retrieved using Motorola know-how to produce value-added content to data consumers, including customers or citizens which is made available to Customer with the Solution and Services.

"Specifications" means the functionality and performance requirements that are described in the Technical and Implementation Documents.

"SUA" or **"SUA II"** means Motorola's Software Upgrade Agreement program.

"Subsystem" means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical and Implementation Documents.

"System" means the Equipment, including incidental hardware and materials, Software, and design, installation and implementation services that are combined together into an integrated system; the System(s) is (are) described in the Technical and Implementation Documents.

"System Acceptance" means the Acceptance Tests have been successfully completed.

"System Data" means data created by, in connection with or in relation to Equipment or the performance of Services under this Agreement.

"Warranty Period" for System Hardware, Software, or services related to system implementation means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first. Unless otherwise stated in the applicable Addendum, Warranty Period for other Services means ninety (90) days from performance of the Service.

Section 3   SCOPE OF AGREEMENT AND TERM

3.1.   SCOPE OF WORK. Motorola will provide, install and test the System(s), and perform its other contractual responsibilities to provide the Solution, 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 or applicable subscription fees, Performance Schedule, or both, and will reflect the adjustment in a change order or Addendum. 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, or completion of the Services, whichever occurs last. The term and the effective date of recurring Services will be set forth in the applicable Addendum.

3.4.   ADDITIONAL EQUIPMENT OR SOFTWARE. For three (3) years after the expiration date of the Agreement, Customer may order additional Equipment or Software, if it is then available. Each purchase order must refer to this Agreement, the expiration date of the Agreement, and must specify the pricing and delivery terms. The Parties agree that, notwithstanding expiration of the Agreement, 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. Additional or contrary terms in the purchase order will be inapplicable, unless signed by both parties. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within thirty (30) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through Motorola Online ("MOL"), and this Agreement will be the "Underlying Agreement" for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at https://businessonline.motorolasolutions.com and the MOL telephone number is (800) 814-0601.

3.5.   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.

3.6.   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.

3.7.   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.

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

4.1.   If Customer desires and Motorola agrees to continue Services beyond the Term, Customer's issuance and Motorola's acceptance of a purchase order for Services will serve as an automatic extension of the Agreement for purposes of the continuing Services. Only the terms and conditions applicable to the performance of Services will apply to the extended Agreement.

4.2.   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 applicable maintenance and support Statements of Work. Support for the Motorola Software will be in accordance with Motorola's established Software Support Policy.   Copies of the SwSP can be found at http://www.motorolasolutions.com/softwarepolicy and will be sent by mail, email or fax to Customer upon written request. Maintenance Services and support during the Warranty Period are included in the Contract Price. Unless already included in the Contract Price, if Customer wishes to purchase 1) additional maintenance or software support services during the Warranty Period; or 2) continue or expand maintenance, software support, installation, and/or SUA services after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document.   Unless otherwise agreed by the parties in writing, the terms and conditions in this Agreement applicable to maintenance, support, installation, and/or SUA Services, will be included in the Maintenance and Support Addendum, SUA Addendum, the applicable Statements of Work, and the proposal, (if applicable). These collective terms will govern the provision of such Services.

To obtain any such additional Services, Customer will issue a purchase order referring to this Agreement and the separate proposal document. Omission of reference to this Agreement in Customer's purchase order will not affect the applicability of this Agreement. Motorola's proposal may include a cover page entitled "Service Agreement" or "Installation Agreement", as applicable, and other attachments. These cover pages and other attachments are incorporated into this Agreement by this reference

4.3.   PROFESSIONAL AND SUBSCRIPTION SERVICES. If Customer purchases professional or subscription Services as part of the Solution, additional or different terms specific to such Service will be included in the applicable Addendum and will apply to those Services.   Customer may purchase additional professional or subscription services by issuing a purchase order referencing this Agreement and Motorola's proposal for such additional services.

4.4.   Any information in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer in providing Services under this Agreement or Motorola data viewed, accessed, will remain Motorola's property, will be deemed proprietary, Confidential Information. This Confidential Information will be promptly returned at Motorola's request.

4.5.   TOOLS. All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of providing Services under 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. Upon termination of the contract for any reason, Customer shall return to Motorola all equipment delivered to Customer.

4.6.   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.

4.7. CUSTOMER OBLIGATIONS. If the applicable Statement of Work or Addendum contains assumptions that affect the Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola concerning the Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to perform the Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this paragraph.

4.8. ASSUMPTIONS. If any assumptions or conditions contained in this Agreement, applicable Addenda or Statements of Work prove to be incorrect or if Customer's obligations are not performed, Motorola's ability to perform under this Agreement may be impacted and changes to the Contract Price, subscription fees, project schedule, Deliverables, or other changes may be necessary.

4.9. NON-PRECLUSION. If, as a result of the Services performed under this Agreement, Motorola recommends that Customer purchase products or other services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement or other laws, regulations, or policies.

4.10. PROPRIETARY MATERIALS. Customer acknowledges that Motorola may use and/or provide Customer with access to Proprietary Materials and Derivative Proprietary Materials. The Proprietary Materials and the Derivative Proprietary Materials are the sole and exclusive property of Motorola and Motorola retains all right, title and interest in and to the Proprietary Materials and Derivative Proprietary Materials.

4.11. ADDITIONAL SERVICES. Any services performed by Motorola outside the scope of this Agreement at the direction of Customer will be considered to be additional Services which are subject to additional charges. Any agreement to perform additional Services will be reflected in a written and executed change order, Addendum or amendment to this Agreement.

Section 5   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 6   CONTRACT PRICE, PAYMENT AND INVOICING

6.1. Customer affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, if any, and that sufficient funds have been appropriated in accordance with applicable law. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

6.2. CONTRACT PRICE. The Contract Price in U.S. dollars is $__166,497.80_____. If applicable, a pricing summary is included with the Payment schedule in Exhibit B. Motorola has priced the Services, Software, and Equipment as an integrated System. A change in Software or Equipment quantities, or Services, may affect the overall Contract Price, including discounts if applicable. Fees for professional, SUA, and/or subscription services which are not included in the Contract Price may be listed in Exhibit B, the pricing pages of the proposal, or the applicable Addendum.

6.3.   INVOICING AND PAYMENT.   Motorola will submit invoices to Customer according to the Payment schedule in Exhibit B.   Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice.   Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution.   Overdue invoices will bear simple interest at the maximum allowable rate.   For reference, the Federal Tax Identification Number for Motorola is 36-1115800.

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

6.5.   INVOICING AND SHIPPING ADDRESSES.   Invoices will be sent to the Customer at the following address:
Name:_____
Address:_____
Phone:_____
Email:_____

The address which is the ultimate destination where the Equipment will be delivered to Customer is:
Name:_____
Address:_____

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

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

Section 7   SITES AND SITE CONDITIONS

7.1.   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 worksites or vehicles identified in the Technical and Implementation Documents 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. All Motorola employees or agents shall undergo a background check prior to being provided site access.

7.2.   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.

7.3.   SITE ISSUES.   If a Party determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or

latent conditions at any site differ from those indicated in the Technical and Implementation Documents, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

Section 8   TRAINING

Any training to be provided by Motorola to Customer will be described in the applicable 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 9   SYSTEM ACCEPTANCE

9.1.   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.

9.2.   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.

9.3.   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.

9.4.   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 10   REPRESENTATIONS AND WARRANTIES

10.1.   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.

10.2. 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 beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

10.3. SOFTWARE WARRANTY. Except as described in the SwSP and unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Software in accordance with the warranty terms set forth in the Software License Agreement and the provisions of this Section that are applicable to the Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. **Nothing in this Warranty provision is intended to conflict or modify the Software Support Policy. In the event of an ambiguity or conflict between the Software Warranty and Software Support Policy, the Software Support Policy governs.**

10.4. EXCLUSIONS TO EQUIPMENT AND SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or 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.

10.5. SERVICE WARRANTY. During the Warranty Period, Motorola warrants that the Services will be provided in a good and workmanlike manner and will conform in all material respects to the applicable Statement of Work. Services 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. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola to Customer (collectively, "recommendations"). Motorola makes no warranties concerning those recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the recommendations and the results to be realized from implementing them.

10.6. 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 Equipment or Software 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. These actions will be the full extent of Motorola's liability for the warranty claim. In the event of a valid Services warranty claim, 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. 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.

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

10.8. 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, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

Section 11   DELAYS

11.1.   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 or applicable Addenda for a time period that is reasonable under the circumstances.

11.2.   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 12   DISPUTES

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

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

12.2.   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 thirty (30) days from the Notice of Dispute, the Parties will proceed to mediation.

12.3.   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.

12.4.   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.

12.5.   CONFIDENTIALITY. All communications pursuant to subsections 12.2 and 12.3 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 13 DEFAULT AND TERMINATION

13.1. 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.

13.2. FAILURE TO CURE. If a defaulting Party fails to cure the default as provided above in Section 13.1, 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. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

Section 14 INDEMNIFICATION

14.1. 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 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.

14.2. INTENTIONALLY DELETED.

14.3. PATENT AND COPYRIGHT INFRINGEMENT.

14.3.1. 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.

14.3.2 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.

14.3.3 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.

14.3.4. This Section 14 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 14 are subject to and limited by the restrictions set forth in Section 15.

Section 15   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 implementation and other one-time Services with respect to which losses or damages are claimed. With respect to all subscription or other ongoing Services and unless as otherwise provided under the applicable Addenda, Motorola's total liability will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Services preceding the incident giving rise to the claim. 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, LOSS TIME, DATA, GOODWILL, 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 16   CONFIDENTIALITY AND PROPRIETARY RIGHTS

16.1.   CONFIDENTIAL INFORMATION. THIS SECTION 16, IN ITS ENTIRETY, IS SUBJECT TO THE OHIO PUBLIC RECORDS ACT.

16.1.1. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this Agreement. All Deliverables will be deemed to be Motorola's Confidential Information. During the term of this Agreement and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly

owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not copy, reproduce, reverse engineer, decompile, 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.

16.1.2. 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 of Discloser's Confidential Information or any breach of this Agreement.

16.1.3. 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.

16.2.   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.

16.3   VOLUNTARY DISCLOSURE. Except as required to fulfill its obligations under this Agreement, Motorola will have no obligation to provide Customer with access to its Confidential Information and/or proprietary information. Under no circumstances will Motorola be required to provide any data related to cost and pricing.

16.4   DATA AND FEEDBACK.

16.4.1 To the extent permitted by law, Customer owns all right, title and interest in System Data created solely by it or its agents (hereafter, "Customer Data"), and grants to Motorola the right to use, host, cache, store, reproduce, copy, modify, combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Customer Data.

16.4.2 Motorola owns all right, title and interest in data resulting from System Data that is or has been

transformed, altered, processed, aggregated, correlated or operated on (hereafter, "Derivative Data").

16.4.3   Any Feedback given by Customer is and will be entirely voluntary and, even if designated as confidential, will not create any confidentiality obligation for Motorola. Motorola will be free to use, reproduce, license or otherwise distribute and exploit the Feedback without any obligation to Customer. Customer acknowledges that Motorola's receipt of the Feedback does not imply or create recognition by Motorola of either the novelty or originality of any idea. The parties further agree that all fixes, modifications and improvements made to Motorola products or services conceived of or made by Motorola that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements to the Motorola product or service will vest solely in Motorola.

Section 17   GENERAL

17.1.   TAXES. The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

17.2.   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. Notwithstanding the foregoing, the City may assign this Agreement without prior written consent of Motorola in the event City dispatch services are merged with another public entity.

17.3.   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.

17.4.   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.

17.5.   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.

17.6.   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.

17.7.   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 provided by the other Party 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.

17.8.   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.

17.9   FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

17.10.   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.

17.11.   ADMINISTRATOR LEVEL ACCOUNT ACCESS. If applicable to the type of System purchased by Customer, Motorola will provide Customer with Administrative User Credentials. Customer agrees to only grant access to the Administrative User Credentials to those personnel with the training and experience to correctly use them.   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 personnel. 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 using the Administrative User Credentials may impact Motorola's ability to perform Services or other obligations under the 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.

17.12.   SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this

Agreement for any reason: Section 3.5 (Motorola Software); Section 3.6 (Non-Motorola Software); if any payment obligations exist, Sections 6.2 and 6.3 (Contract Price and Invoicing and Payment); Subsection 10.8 (Disclaimer of Implied Warranties); Section 12 (Disputes); Section 15 (Limitation of Liability); and Section 16 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 17.

17.13.   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 executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. 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 or 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.

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

Motorola Solutions, Inc.   **Customer**

By: _____   By: _____

Name: _____   Name: _____

Title: _____   Title: _____

Date: _____   Date: _____

Exhibit A

MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and ___City of New Albany_____ ("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 proprietary software and affiliated 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; and (ii) identify the Open Source Software (or specify where that license may be found).

3.3   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 SUPERSEDES THE SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

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 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.   Unless otherwise stated in the Primary Agreement, 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. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.

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 CPS 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   Commercial Computer Software

9.1   *This Section 9 only applies to U.S. Government end users.*   The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable.   Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2   If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement.   Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.

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 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

13.4. 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.

13.5. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State of Ohio. 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.

13.6. 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.

13.7. SURVIVAL. Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.8. 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.

13.9. 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

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones.

System Purchase (excluding Subscribers, if applicable)

1. **60% of the Contract Price due upon receipt of equipment;**

2. **30% of the Contract Price due upon installation of equipment; and**

3. **10% of the Contract Price due upon Final Acceptance.**

If Subscribers are purchased, 100% of the Subscriber Contract Price will be invoiced upon shipment (as shipped).

Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber equipment values to total contract price. Overdue invoices will bear simple interest at the maximum allowable rate by state law.

For Lifecycle Support Plan and Subscription Based Services:
Motorola will invoice Customer annually in advance of each year of the plan.
The chart below outlines the hourly labor rates for Motorola System Integration resources to be used. The staffing requirements shall be multiplied by the appropriate rate per resource in the table below. The hourly labor rates are fully burdened. The hourly rates per resource type and level are listed in Table 1.

	Resource Types			
Levels	Project Management	System Engineering	System Technologist	Project Administration
4	$ 290.00	$ 300.00	$ 280.00	$ 200.00
3	$ 240.00	$ 250.00	$ 240.00	$ 180.00
2	$ 220.00	$ 220.00	$ 220.00	$ 170.00
1	$ 190.00	$ 210.00	$ 210.00	$ 160.00

Table 1 - Hourly Rates

These rates apply to ordinary days and times (Monday to Friday during the hours 8am to 5pm). Additional surcharges may apply to work done outside these timeframes. The minimum charge for any resource will be 4 hours. Travel expenses are not included in these rates and may be charged separately. The qualifications of each type and level of resource are defined in the tables found at https://www.motorolasolutions.com/content/dam/msi/secure/services/labor-rates-exhibit-160408.pdf. All Motorola System Integration personnel assigned to this project will be classified according these levels. Project Administrative roles are varied and their specific duties and qualifications will be determined by the complexity and requirements of each project.

EXHIBIT D

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.

<u>Customer Representative:</u>   <u>Motorola Representative:</u>

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.

<u>Customer Representative:</u>   <u>Motorola Representative:</u>

Signature: _____   Signature: _____
Print Name: _____   Print Name: _____
Title: _____   Title: _____
Date: _____   Date: _____

MAINTENANCE, SUPPORT AND SUA ADDENDUM

This Addendum to the Communications System and Services Agreement or other previously executed Agreement currently in force, as applicable ("Primary Agreement") provides additional or different terms and conditions to govern the sale of Maintenance, Support and SUA II services. The terms in this Addendum are integral to and incorporated into the Primary Agreement signed by the Parties.

1. DEFINITIONS

All capitalized terms not otherwise defined herein shall have the same meaning as defined in the Primary Agreement.

"SUA" or "SUA II" means Motorola's Software Upgrade Agreement program.

2. SCOPE

Motorola will provide Maintenance and Support Services and/or SUA Services as further described in the applicable Statement of Work, or attachment to Motorola's proposal for additional services.

3. TERMS AND CONDITIONS

The terms of the Primary Agreement combined with the terms of this Addendum will govern the products and services offered pursuant to this Addendum. To the extent there is a conflict between the terms and conditions of the Primary Agreement and the terms and conditions of this Addendum, this Addendum takes precedence.

3.1 MAINTENANCE AND SUPPORT SERVICES

3.1.1 PURCHASE ORDER ACCEPTANCE. Purchase orders for additional, continued, or expanded maintenance and software support, during the Warranty Period or after the Warranty Period, become binding only when accepted in writing by Motorola.

3.1.2 START DATE. The "Start Date" for Maintenance and Support Services will be upon the expiration of the Warranty Period.

3.1.3 AUTO RENEWAL. Unless the cover page or SOW specifically states a termination date or one Party notifies the other in writing of its intention to discontinue the Services, this Agreement will renew for an additional one (1) year term on every anniversary of the Start Date. At the anniversary date, Motorola may adjust the price of the Services to reflect the renewal rate.

3.1.4 TERMINATION. Written notice of intent to terminate must be provided thirty (30) days or more prior to the anniversary date. If Motorola provides Services after the termination or expiration of this Addendum, 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.

3.1.5 EQUIPMENT DEFINITION. For maintenance and support services, Equipment will be defined to mean the hardware specified in the applicable SOW or attachments to the maintenance and support proposal.

3.1.6 ADDITIONAL HARDWARE. If Customer purchases additional hardware from Motorola that becomes part of the System, the additional hardware may be added to this Addendum and will be billed at the applicable rates after the warranty period for that additional equipment expires. Such hardware will be included in the definition of Equipment.

3.1.7 MAINTENANCE. Equipment will be maintained at levels set forth in the manufacturer's product manuals and routine procedures that are prescribed by Motorola will be followed. Motorola parts or parts of equal quality will be used for Equipment maintenance.

3.1.8 EQUIPMENT CONDITION. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Addendum. 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 maintenance and support fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically maintained 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 maintain that Equipment.

3.1.9 EQUIPMENT FAILURE. 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 Addendum and applicable SOW.

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

3.1.11 EXCLUDED SERVICES.

a) 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.

b) Unless specifically included in this Addendum, 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.

3.1.12 TIME AND PLACE. Service will be provided at the location specified in this Addendum and/or the SOW. When Motorola performs maintenance, support, or installation 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 Addendum or applicable SOW, 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 Addendum or applicable SOW, 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.

3.1.13 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.

3.2 SUA SERVICES

3.2.1 The Software License Agreement included as Exhibit A to the Primary Agreement applies to any Motorola Software provided as part of the SUA transactions.

3.2.2 The term of this Addendum is [.......] years, commencing at the end of the Warranty Period. The SUA Price for the [....] years of services is $[..............], excluding applicable sales or use taxes but including discounts as more fully set forth in the pricing pages.

3.2.3 The System upgrade will be scheduled during the subscription period and will be performed when Motorola's system upgrade operation resources are available. Because there might be a significant time frame between when this Addendum is executed and when a System upgrade transaction is performed, Motorola may substitute any of the promised Equipment or Software so long as the substitute is equivalent or superior to the initially promised Equipment or Software.

3.2.4 Acceptance of a SUA transaction occurs when the Equipment (if any) and Software are delivered and the SUA services are fully performed; there is no Acceptance Testing with a SUA transaction.

3.2.5 The Warranty Period for any Equipment or Motorola Software provided under a SUA transaction will commence upon shipment and not on System Acceptance or Beneficial Use, and is for a period of ninety (90) days rather than one (1) year. The ninety (90) day warranty for SUA services is set forth in the SUA Statement of Work.

3.2.6 In addition to the description of the SUA services and exclusions provided in the SUA Statement of Work, the following apply:

      a) Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment.

b) SUA services exclude 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.

c) Unless specifically included in this Addendum or the SUA Statement of Work, SUA services exclude items that are consumed in the normal operation of the Equipment; accessories; 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.

d) Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available during the performance of the SUA services.

3.2.7 The SUA annualized price is based on the fulfillment of the two year cycle. If Customer terminates this service during a two year cycle, except for Motorola's default, then Customer will be required to pay for the balance of payments owed for the two year cycle if a major system release has been implemented before the point of termination.

3.2.8 If Customer terminates this service and contractual commitment before the end of the ⌊_⌋ year term, for any reason other than Motorola's default, then the Customer will pay to Motorola a termination fee equal to the discount applied to the last three years of service payments related to the ⌊_⌋ year commitment.

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

4. ENTIRE AGREEMENT. This Addendum, any related attachments, and the Primary Agreement, constitutes the entire agreement of the Parties regarding the subject matter of this Addendum and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Addendum 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 or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Addendum, even if a representative of each Party signs that document.

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

Motorola Solutions, Inc.   **Customer**

By: _____   By: _____

Name: _____   Name: _____

Title: _____   Title: _____

Date: _____   Date: _____