

**ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201**

AGREEMENT NO. 16-128

THIS AGREEMENT ("Agreement") is made, on this 18th day of December, 2015 ("Effective Date"), between Motorola Solutions, Inc. ("Contractor" or "Motorola"), 1303 East Algonquin Road, Schaumburg, IL, 60196, a Delaware corporation authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County" or "Customer"). The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS. The Contract Documents listed below, together with any exhibits and amendments issued or applicable thereto, including Equipment lists, the mutually agreed to Statements of Work and Acceptance Test Plans, as applicable (collectively, "Contract Documents") are incorporated into and made a part of this Agreement. Where the terms of this Agreement vary from the terms and conditions of the Contract Documents, the terms and conditions of this Agreement shall prevail.

Exhibit A (Service Agreement)
Exhibit A-1 (Astro 25 SUAII Statement of Work)
Exhibit A-2 (Software License Agreement)
Exhibit B (Annual Service Pricing and Hourly Rates)
Exhibit B-1 (SUAII Pricing)
Exhibit C (Statement of Work, Technical Support Service)
Exhibit D (Statement of Work, Network Monitoring, OnSite Infrastructure Response and Dispatch Service)
Exhibit E (Statement of Work Network Preventative Maintenance)
Exhibit F (Statement of Work, Astro 25 Network & Security Monitoring)
Exhibit G (Statement of Work, Infrastructure Repair with Advanced Replacement)
Exhibit H (Statement of Work, NICE Gold Maintenance)
Exhibit I (Products included in the Motorola Service Agreement)

The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to this Agreement which is not contained in the Contract Documents.

2. DEFINITIONS AND INTERPRETATION. The following capitalized terms used in this Agreement shall have the following meanings:

"Confidential Information" means all information consistent with the fulfillment of, and disclosed under, this Agreement, in written, graphic, verbal, or machine-recognizable form, and is marked, designated, or identified at the time of disclosure as being confidential or its equivalent; or obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient; or if the information is in verbal form, it is identified as confidential at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. 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. Confidential Information does not include any information that: is or becomes publicly known through no wrongful act of the receiving Party; is already known to the receiving Party without restriction when it is disclosed; is or becomes, rightfully and without breach of this Agreement, in the receiving Party's possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this Agreement; is required to be disclosed pursuant to a court order, subpoena or applicable law, including but not limited to the Virginia Freedom of Information Act provided that the receiving party provides the disclosing party with prompt notice of the request and a reasonable opportunity to object to the disclosure and seek a protective order or appropriate remedy; or is explicitly approved for release by written authorization of the disclosing Party.

"Equipment" means the equipment that is specified in the attachments or is subsequently added to goods to be provided pursuant to the Contract Documents.

"Force Majeure" means an event, circumstance, or act of a third party that is beyond a Party's reasonable control (e.g., an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots).

"Infringement Claim" means a third party claim alleging that the Equipment manufactured by Motorola or the Motorola Software directly infringes a United States patent or copyright.

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

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

"Products" mean the Equipment and Software provided by Motorola under this Agreement.

"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 those installation, repair, maintenance, system upgrade, support, training, and other services described in the Contract Documents.

"Software" means the Motorola Software and Non-Motorola Software in object code format that is furnished with the System or Equipment. For avoidance of doubt, the Software also includes the NICE Recording software which is part of the System.

"System" means the Motorola Astro P25 two-way radio communications system and it is mainly comprised of six (6) radio sites connected via microwave, all Motorola radios, microwave, console equipment and the NICE Recording software.

"Term" has that meaning set forth in Section 6 below.

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

3. SCOPE OF SERVICES

3.1 Scope of Work.

The Contractor agrees to provide and/or perform the goods and Services described in the Contract Documents (alternatively, the "Work"). The Work includes, but is not limited to, providing all required labor, parts, materials, tools and equipment, except those otherwise herein noted, for the services, repair and maintenance of the System. The primary purpose of the Work is to (i) provide maintenance and support of the County's System, and (ii) provide System upgrades as described in Section 3.2 below. This System serves the County's public safety and non-public safety community.

(a) Parts Repairs/Maintenance.

(i) **Manufacturer Parts.** The County requires that repairs and maintenance be performed using manufacturer parts or parts of equal quality. All repairs will be performed by Motorola factory-certified technicians. All repairs will be performed in accordance with published FCC and OSHA standards. All repairs and maintenance will be performed in accordance with the instructions in the respective service manual or manuals supplied with the Equipment. When routine procedures for repair or maintenance of the Equipment are issued by the manufacturer, Motorola's factory-certified technicians shall follow those procedures.

(ii) **Motorola Parts.** If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed. If certain equipment cannot, in Motorola's reasonable

opinion, be properly or economically serviced for any reason, Motorola may, only after obtaining the County's concurrence, modify the scope of Services related to that equipment; remove that equipment from being subject to the terms of the Contract Documents; or increase the price to Service that equipment.

(iii) Existing Equipment. All existing Equipment owned by the County that will be the subject of maintenance covered by this Agreement, and as such, must be in good working order on the start date or when additional equipment is encompassed by the Contract Documents. Upon reasonable request by Motorola, the County will provide a complete serial and model number list of the Equipment. The County must promptly notify Motorola in writing when any existing Equipment under this maintenance agreement is lost, damaged, stolen or taken out of service. The County's obligation to pay service fees for lost, damaged, stolen or disused equipment will terminate at the end of the month in which Motorola receives the written notice from the County regarding that equipment. The County must promptly notify Motorola of any existing Equipment failure. Motorola will respond to the County's notification in accordance with the terms of this Agreement.

(c) Additional Equipment. If the County purchases from Motorola additional equipment that becomes part of the same System as the initial Equipment, the additional equipment may be encompassed by the Contract Documents and will be billed at the then-applicable rates after the warranty for that additional equipment expires.

(d) County Contacts. The County 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 the County's personnel to maintain contact, as needed, with Motorola.

3.2 System Upgrade (SUAI). Motorola will provide the County with the Software, hardware and implementation services required to execute up to one System infrastructure upgrade, as described in Exhibit A-1, in a two-year period for the County's ASTRO 25 System ("System Upgrade"). In conjunction with the System Upgrade, the terms and conditions set forth in this Section 3.2 shall apply.

3.2.1 Intentionally Omitted

3.2.2 For SUA II Services, Motorola will invoice the County annually, in advance.

3.2.3 Substitutions. At no additional cost to the County and with the County approval, Motorola may substitute any Equipment, Software, or Services to be provided by Motorola, if the substitute meets or exceeds the specifications described in the Agreement, and is of equivalent or better quality to the County. Any substitution will be reflected in a change order.

3.2.4 Motorola Software. Any Motorola Software, including subsequent releases, is licensed to the County solely in accordance with the Software License Agreement, Exhibit A-2. The County hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

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

3.2.6 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 the County upon shipment to a County designated facility. Title

to Software will not pass to the County at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

3.2.7 Early Termination.

(a) The SUA II annualized price is based on Motorola providing to the County Services and Equipment to implement a System Upgrade every two years at no extra charge to the County except for optional features purchased separately. This bi-annual upgrade requires the fulfillment of the two year term with annual payments in advance. The County may implement an upgrade only in year two of the two year SUAII of the Effective Date. If funding is not appropriated for year two after having paid for the first year of the SUAII, Motorola will provide a credit for the first year's SUAII payment and future SUAII prices may change.

3.2.8 SUA II Warranties.

(a) **EQUIPMENT WARRANTY.** Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship during the Warranty Period.

(b) **MOTOROLA SOFTWARE WARRANTY.** Unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section that are applicable to the Motorola Software.

(c) **EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES.** These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Motorola Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; the County'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.

(d) **WARRANTY CLAIMS.** To assert a warranty claim, the County must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at its option and at no additional charge to the County) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. That action will be the full extent of Motorola's liability for the warranty claim. If this investigation indicates the warranty claim is not valid, then Motorola may invoice the County 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.

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

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

3.3 Communications Products Terms and Conditions. Other than the SUAll terms and conditions provided in Section 3.2 above, the following terms and conditions shall apply to the purchase of Product:

3.3.1 Product pricing is set out in Exhibit I.

3.3.2 Motorola will submit invoices to the County for Products when they are shipped and for services, if applicable, when they are performed. Invoices will be sent to the County at the following address:

1425 N Courthouse Rd, Seventh Floor, Arlington VA 22201

Attention: Radio System Manager

The County may change this invoice address by giving written notice to Motorola.

3.2.3 The County will make payments to Motorola within thirty (30) days after the date of each invoice. The County will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. For the County's reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800. Payments by check shall be remitted to Motorola Solutions, Inc., 13108 Collections Center Drive, Chicago, IL 60693

3.3.3 Freight, Title and Risk of Loss. Motorola will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to the County upon delivery. Title to Software will not pass to the County at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices

3.3.4 Delivery. The address which is the ultimate destination where the Product will be delivered to the County will be determined at or before the time of shipment.

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

3.3.6 Product Warranty.

(a) 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.

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

(c) Exclusions To Equipment And Motorola Software Warranties. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Motorola Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; the County'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.

- (d) **Product Warranty Claims.** To assert a warranty claim, the County must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at its option and at no additional charge to the County) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. That action will be the full extent of Motorola's liability for the warranty claim. If this investigation indicates the warranty claim is not valid, then Motorola may invoice the County 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.
- (e) **Original End User Is Covered.** These express limited warranties are extended by Motorola to the original user purchasing the Products for commercial, industrial, or governmental use only, and are not assignable or transferable.
- (f) **DISCLAIMER OF OTHER WARRANTIES.** THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4. EXCLUDED SERVICES

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.

Unless specifically included in the Contract Documents, 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.

5. PROJECT OFFICER

The performance of the Contractor required by the Contract Documents is subject to the review and approval of the County Project Officer, who shall be appointed by the Director of the Arlington County Office of Emergency Management or his or her designee. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work under this Contract.

6. CONTRACT TERM

Unless as otherwise terminated in accordance with other provisions of this Agreement, or renewed by mutual written agreement of the parties, the term of this Agreement begins on the Effective date and continues through June 30, 2021 ("Term"). The parties have the option to renew this Agreement for two (2) consecutive renewal terms, consisting of two (2) years for each renewal term, upon mutual written agreement of the parties. Notwithstanding anything herein to the contrary, the Contract Amount shall be in an amount not to exceed the funds appropriated for the Contract by the County Board of Arlington County, Virginia.

7. CONTRACT AMOUNT

The County will pay the Contractor in accordance with the terms of Section 9.2 Payment Terms paragraph below and at the Price Pages set forth in the Contract Documents in Exhibits Band B-1. Except for amounts paid for Products sold under Section 3.3 above, The Contractor agrees that it shall complete the Work for the total Contract Amount specified in this section and Exhibits B and B1 ("Contract Amount") unless such amount is modified as provided in this Agreement. The Contract Amount includes all of the Contractor's costs and fees (including profit).

The technical hourly rates shall remain firm for the first twelve (12) months of the Contract Term. Annually, the technical hourly rates may be negotiated by the County and the Contractor but shall not exceed the percentage of change in the U.S. Department of Labor, Consumer Price Index, All Items, Unadjusted, Urban Areas (CPI-U) for the twelve (12) month period ending in MARCH of each Contract Year, not to exceed five percent (5%).

8. INTENTIONALL OMITTED.

9. INVOICING AND PAYMENT TERMS

9.1 Motorola shall invoice the County as follows:

- (a) For SUA II Services described in Section 3.2 above, Motorola will invoice the County annually, in advance.
- (b) For Product purchased under Section 3.3 above, Motorola will invoice the County upon shipment of the Products.
- (c) For Maintenance Services under Section 3.1, Motorola will invoice the County on a quarterly basis, in advance.
- (d) For all other Services under Section 3.1, Motorola will invoice the County as per the terms of the agreed to Change Order.

9.2 Payment terms will be recorded by the County as Net thirty (30) days. The County will pay the Contractor within thirty (30) days after the date of receipt of a correct invoice (as determined by the Project Officer) as approved by the Project Officer describing completed work which is reasonable and allocable to the Contract, or the date of receipt of the entire order, or the date of acceptance of the work which meets the Contract requirements, whichever is later. Payments will be made by the County for goods or services furnished, delivered, inspected, and accepted upon receipt of invoices submitted on the date of shipment or delivery of service, subject to applicable payment terms. The number of the Purchase Order by which authority shipments have been made or services performed shall appear on all invoices.

10. PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two (2) following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the above provisions may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

11. ADDITIONAL GOODS OR SERVICES

The Contractor shall not be compensated for any goods or services provided except those included in Exhibits applicable and attached to this Agreement and paid for by the Contract Amount unless those goods or services are covered by a written Amendment to this Agreement signed by the County and the Contractor, and a County Purchase

Order is issued covering the expected cost of such services. Additional services agreed upon by the parties will be billed at the rates set forth in Exhibit B unless otherwise agreed. Notwithstanding the foregoing, the County acknowledges and agrees that Contractor shall be paid for Product purchased under Section 3.3.

12. REIMBURSABLE EXPENSES

No reimbursable expenses are allowed under this Agreement. The contract pricing in Exhibit B includes all costs of providing the services described in this Agreement to the County, unless as otherwise mutually agreed upon between the Parties in writing.

13. ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 (Licenses) of the Arlington County Code. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060.

14. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

15. COUNTY EMPLOYEES

No employee of Arlington County, Virginia, shall be admitted to any share or part of this Contract or to any benefit that may arise therefrom which is not available to the general public.

16. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of this Contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an Equal Opportunity Employer.
- C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly- and privately-provided services and activities.
- E. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

17. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such

prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with the Arlington County Resolution, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

18. INDEMNIFICATION

18.1 General Indemnification. The Contractor covenants to save, defend, hold harmless and indemnify the County, and all of its elected and appointed officials, officers employees, agents, departments, agencies, boards and commissions (collectively the "County" for purposes of this section) from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's reckless, negligent, or grossly negligent acts or omissions in performance or nonperformance of its work called for by the Contract Documents if County gives Contractor prompt, written notice of any claim or suit. County will cooperate with Contractor in its defense or settlement of the claim or suit. This section sets forth the full extent of Contractor's general indemnification of The County from liabilities that are in any way related to Contractor's performance under this Agreement. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. Intellectual Property Indemnification.

18.2 Patent and Copyright Infringement.

18.2.1 Motorola will defend at its expense any suit brought against the County 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: the County 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 the County 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 the County by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

18.2.2 If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for the County 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 the County a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

18.2.3 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 the County'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 the County 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 the County extend in any way to royalties payable on a per use basis or the County's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from the County from sales or license of the infringing Motorola Product.

18.3.4 This Section 18 provides the County's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. The County 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.

19. COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if a County Purchase Order is issued in advance of the transaction, indicating that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the order agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. Contractors providing goods or services without a signed County Purchase Order do so at their own risk. Please direct questions regarding this requirement to the County's Office of the Purchasing Agent.

20. ADJUSTMENTS FOR CHANGE IN SCOPE

The County may order changes in the work within the general scope of the work consisting of additions, deletions or other revisions. No claim may be made by the Contractor that the scope of the project or of the Contractor's services has been changed requiring adjustments to the amount of compensation due the Contractor unless such adjustments have been made by a written amendment to the Contract signed by the County and the Contractor. If the Contractor believes that any particular work is not within the scope of the project or is a material change or otherwise will call for more compensation to the Contractor, the Contractor must immediately notify the Project Officer in writing of this belief. Within ten (10) days after any change or event which the Contractor believes calls for more compensation, the Contractor must provide to the Project Officer a proposal which sets forth the amount of additional compensation claimed, together with the basis therefor and supportive documentation for the amount. The Contractor will not be compensated for performing any work unless a proposal complying with this paragraph has been submitted in the time specified above and a written amendment has been signed by the County and the Contractor and a County purchase order is issued covering the cost of the services to be provided under the amendment. If the Project Officer believes that the work is within the scope of the Contract as written, the Contractor will be ordered to continue work.

21. ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County, Virginia, Purchasing Resolution, as well as any state or federal law related to ethics, conflicts of interest, or bribery, including, by way of illustration and not limitation, the Virginia State and Local Government Conflict of Interests Act, the Virginia Governmental Frauds Act, and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Virginia Code, as amended. The Contractor certifies that its offer is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for this purchase any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

22. FORCE MAJEURE

The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond the control of the Contractor, and outside and beyond the scope of Contractor's then current, by industry standard, disaster plan, that make performance impossible or illegal, unless otherwise specified in the Contract.

The County shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond the control of the County that make performance impossible or illegal, unless otherwise specified in the Contract.

23. ASSIGNMENT

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. In addition, in the event Contractor 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"), Contractor may, without the prior written consent of the other Party and at no additional cost to Contractor, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Contractor and its affiliates, to the extent applicable) following the Separation Event. Following the Separation Event and the County so requests, the County and the Separated Business will execute an amendment for purposes of identifying the Separated Business. Contractor may not subcontract any of the work without the County's approval, but subcontracting will not relieve Contractor of its duties under this Agreement. An assignment does not release the contractor from responsibility for the performance of this contract.

24. COMPLIANCE WITH APPLICABLE LAWS

In performing the Work under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations. Neither party waives the right to appeal.

25. AUTHORITY TO TRANSACT BUSINESS

The Contractor shall remain authorized to transact business in the Commonwealth of Virginia during the Contract Term.

26. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with § 2.2-4311.1 of the Code of Virginia, 1950, as amended, the Contractor acknowledges that it does not, and shall not during the performance of the Contract for goods and/or services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

27. RESERVED.

28. RELATION TO COUNTY

The Contractor is an independent contractor and neither the Contractor nor its employees or subcontractors will, under any circumstances, be considered employees, servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Furthermore, the County will not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the County for its employees.

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

29.1 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Virginia, and the venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court.

29.2 Arlington County Purchasing Resolution. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Purchasing Resolution, incorporated herein by reference, and available upon request from the Office of the Purchasing Agent.

29.3 Arbitration. It is expressly agreed that nothing under the Contract shall be subject to arbitration, and any references to arbitration are expressly deleted from the Contract.

30. NOTICES. Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered by an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO THE CONTRACTOR:

Motorola Solutions, Inc.
Attn: State & Local Territory 3 MSSSI Vice President
7031 Columbia Gateway Drive, 3rd Floor
Columbia, MD 21046

TO THE COUNTY:

Administrator of Emergency Communications
1425 N. Courthouse Rd, 7th Floor
Arlington, VA 22201

AND

Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

31. TIME AND PLACE OF SERVICE

Service will be provided at the location(s) specified in this the Contract Documents. When Motorola performs service at the County's location, the County 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 Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. The County 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 the Contract Documents, 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 the Contract Documents, 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, the County agrees to reimburse Motorola for those charges and expenses.

32. CONFIDENTIALITY AND RETURN OF RECORDS AND PROPRIETARY RIGHTS

32.1 Confidentiality and Return of Records. The Contractor agrees that all findings, memoranda, correspondence, documents or records of any type, whether written or oral, and all documents generated by the Contractor or its subcontractors as a result of the County's request for services under this Contract, are confidential records ("Record" or "Records"), and neither the Records nor their contents shall be released by the Contractor, its subcontractors, or other third parties; nor shall their contents be disclosed to any person other than the Project Officer or his or her designee. The Contractor agrees that all oral or written inquiries from any person or entity regarding the status of any Record generated as a result of this Contract shall be referred to the Project Officer or designee for response. At the County's request, the Contractor shall deliver all Records to the Project Officer, including "hard copies" of computer records, and at the County's request shall destroy all computer records created as a result of the County's request for services pursuant to this Contract.

The Contractor agrees to include the provisions of this section as part of any contract or agreement the Contractor enters into with subcontractors or other third parties for work related to work pursuant to this Contract.

No termination of this Contract shall have the effect of rescinding, terminating or otherwise invalidating this section. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to the County under this Contract will remain Motorola property and will be returned at Motorola's request. Any trade secret or proprietary information protected by Va. Code § 2.2-4342(F), and properly marked as such, will be kept

confidential. The County may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by the County to Motorola will be deemed secret or confidential. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

32.2 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 the County the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to the County any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to the County, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. the County 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.

33. WARRANTY

Except for the warranties identified in Section 3 above, Motorola warrants that all other Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, the County's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. **MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

34. AUDIT

The Contractor agrees to retain all books, records and other documents related to this procurement and Contract for at least five (5) years after final payment, or until audited by the County, whichever is sooner. The County or its authorized agents shall have full access to and the right to examine any of the above documents during this period. If the Contractor wishes to destroy or dispose of records (including confidential records to which the County does not have ready access) after the County's audit but within five (5) years after final payment, the Contractor shall notify the County at least thirty (30) days prior to such disposal, and if the County objects, shall not dispose of the records. Motorola will have no obligation to provide the County access to its confidential and proprietary information, including cost and pricing data.

35. PROJECT STAFF

The County will, throughout the Contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the project by the Contractor. If the County reasonably rejects staff or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's employees, and employees of any of its subcontractors, shall be solely the responsibility of the Contractor.

36. SUPERVISION BY CONTRACTOR

The Contractor shall at all times enforce strict discipline and good order among the workers performing under this Contract, and shall not employ on the work any person not reasonably proficient in the work assigned.

37. SAFETY

(a) The Contractor shall comply with, and ensure that the Contractor's personnel and subcontracted personnel comply with, all current applicable local, state and federal policies, regulations and standards relating to safety and health, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health program of the Department of Labor and Industry for General Industry and for the Construction Industry, the

federal Environmental Protection Agency Standards, and the applicable standards of the Virginia Department of Environmental Quality.

(b) The Contractor shall provide, or cause to be provided, all technical expertise, qualified personnel, equipment, tools and material to safely accomplish the Work specified to be performed by the Contractor and subcontractor(s). (c) The Contractor shall identify to the County Project Officer at least one on-site person who is the Contractor's competent, qualified, and authorized person on the worksite and who is, by training or experience, familiar with policies, regulations and standards applicable to the work being performed. The competent, qualified and authorized person must be capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous or dangerous to employees, shall be capable of ensuring that applicable safety regulations are complied with, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Contractor's personnel from the work site. The Contractor shall provide to the County, at the County's request, a copy of the Contractor's written safety policies and safety procedures applicable to the scope of work. Failure to provide this information within seven (7) days of the County's request may result in cancellation of the Agreement.

38. LIMITATION OF LIABILITY

Except for damages arising out of personal injury, death or Motorola's indemnification obligations, Motorola's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, shall be as follows:

- (a) For Services, Motorola's total liability will not to exceed the price of twelve (12) months of Service; and
- (b) For Product sold under Section 3.3 above, Motorola's total liability will not exceed the price paid for the Product with respect to which losses or damages are claimed.

ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT, OR THE SALE OR USE OF THE PRODUCT OR THE PERFORMANCE OF SERVICES RELATING TO THE PRODUCT 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.

39. NONAPPROPRIATION

All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County's written notice. The County is liable for all equipment delivered or services rendered up until notification of non-appropriation.

40. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE

The Contract shall remain in force for the Contract Term or until the County has accepted and paid for the Work, and thereafter until the Contractor has met all requirements and conditions relating to the Work under the Contract

Documents, including warranty and guarantee periods. However, the County shall have the right to terminate this Contract sooner if the Contractor is in breach or default, as determined by the County in its discretion.

If the County determines that the Contractor is in default or breach of any Contract provision or condition, then the County will give the Contractor written Notice of such failure/s and the opportunity to cure such failure/s at least fifteen (15) days before termination of the Contract takes effect ("Cure Period"). If the Contractor fails to cure within the Cure Period or as otherwise specified in the Notice, then the County, in addition to any other rights available to it under law, may immediately terminate this Contract effective upon giving notice of termination for default or breach of any Contract provision or condition. If the County terminates this Contract as permitted by this section, and complete the Work through a third party the County may recover from the Contractor the costs incurred to complete the Work, including costs of delay, not exceeding that specified in this Contract

less the unpaid portion of the Contract Amount. County agrees to use its best efforts to mitigate the costs and to provide the Contractor with detailed invoices substantiating the charges.

Except as otherwise directed by the County, the Contractor shall stop Work on the date of receipt of Notice of the termination or other date specified in the Notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

In the event any termination for cause, default, or breach shall be found to be improper or invalid by any court of competent jurisdiction then such termination shall be deemed to have been a termination for convenience.

41. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The performance of work under this Contract may be terminated by the Purchasing Agent in whole or in part whenever the Purchasing Agent shall determine that such termination is in the County's best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective. The Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the County prior to such termination and any other termination costs as negotiated by the parties, but no amount shall be allowed for anticipatory profits.

After receipt of a notice of termination and except as otherwise directed, the Contractor shall stop all work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as are necessary for the completion of such portion of the work not terminated; immediately transfer all documentation and paperwork for terminated work to the County; and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

42. ESTIMATED QUANTITIES

During the Contract Term, the Contractor will furnish all of the items or services described in the Contract Documents if so requested by the County. The Contractor understands and agrees that the County will have no obligation to the Contractor if no items or services are required or requested by the County. Any quantities which are included in the Contract Documents are the present expectations of those who are planning for the County for the period of the contract. The amount is only an estimate and the Contractor understands and agrees that the County is under no obligation to the Contractor to buy any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The Contractor further understands that the County may require services in excess of the estimated annual Contract Amount and that such excess shall not give rise to any claim for compensation other than at the unit prices in this Contract.

43. INSURANCE REQUIREMENTS

The Contractor shall provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage types and minimum amounts below after contract execution or prior to the start of any Work

under this Contract and upon any contract extension.

Arlington County, and its officers, elected and appointed officials and employees, shall be included as additional insureds on the general liability policy. An "Acord" certificate with the additional insured endorsement box checked for the general liability policy, must be provided by the Contractor to the County Purchasing Agent after execution of this Contract and any Contract extension. Failure to provide such documentation shall result in cancellation of the award or of the Contract.

The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated in the Contract Documents. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Insurance Guides. The minimum insurance coverage types and amounts shall be Technical Professional Liability (E&O), Media, Network Security & Privacy Liability in the amount of \$2 million dollars per claim; Commercial General Liability in the amount of \$1,000,000 each occurrence with a \$2,000,000 general aggregate; Business Automobile liability in the amount of \$1,000,000 combined single limit and Statutory Workers Compensation and Employers Liability with a limit of \$1,000,000.

44. NONEXCLUSIVITY OF REMEDIES

All remedies available to the County under this Contract are cumulative and no such remedy shall be exclusive of any other remedy available to the County at law or in equity, unless otherwise stated herein.

45. AMENDMENTS

This Contract shall not be amended except by written amendment executed by persons duly authorized to bind the Contractor and the County.

46. SEVERABILITY

The sections, paragraphs, sentences, clauses and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph or section of this Contract shall be declared invalid by the valid judgment or decree of a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Contract.

47. HEADINGS

Headings are intended only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Agreement.

48. FCC LICENSES AND OTHER AUTHORIZATIONS

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

49. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, the County nor Motorola will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee or its subcontractors of a party without the prior written authorization of the other party. This provision applies only to those employees or its subcontractors of a Party 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.

50. MATERIALS, TOOLS AND EQUIPMENT

All Motorola owned tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. The County will safeguard all such property while it is in the County'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 the County for Motorola's use without charge and may be removed from the County's premises by Motorola at any time without restriction.

51. GENERAL TERMS

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

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

51.3 Taxes. The Contract Price does not include any excise, sales, use, or other taxes, assessments or duties, all of which will be paid by the County except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to the County and the County will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. The County 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.

51.4 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.

52. SURVIVAL OF TERMS

The following provisions will survive the expiration or termination of this Agreement for any reason: Subsection 3.2.4 (Motorola Software), subsection 3.2.5 (Non-Motorola Software); Exhibit A-2 (Software License Agreement); if any payment obligations exist, Sections 7 and 9 (Contract Amount and Payment); Section 29 (Dispute Resolution); Section 33 (Warranty) and Subsections 2.2.8(f) and 3.3.6(f) (Warranty Disclaimers), Section 38 (Limitation of Liability); Section 49 (Covenant Not to Employ).

53. EXCLUSIVE TERMS AND CONDITIONS

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

54. ENTIRE AGREEMENT.

This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any the County 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.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

MOTOROLA SOLUTIONS, INC.

AUTHORIZED
SIGNATURE:



NAME: MICHAEL E. BEVIS
TITLE: PURCHASING AGENT

DATE:

12/31/15

AUTHORIZED
SIGNATURE:



NAME: JOHN KEDZIERSKI
TITLE: VP, NA SOLUTIONS & SERVICES

DATE:

22DEC2015

EXHIBIT A
SERVICE AGREEMENT

EXHIBIT A-1

Statement of Work
Astro 25 SUAII

EXHIBIT A-2
SOFTWARE LICENSE AGREEMENT

This Exhibit A-2 Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and _____ ("Licensee").

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

Section 1 DEFINITIONS

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

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

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

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

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

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

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

Section 2 SCOPE

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

Section 3 GRANT OF LICENSE

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

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement

and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

Section 4 LIMITATIONS ON USE

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

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

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

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

4.5. Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

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

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

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

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

6.3. Warranty claims are described in the Primary Agreement.

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

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than RSS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided that* Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

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

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

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

Section 9 UNITED STATES GOVERNMENT LICENSING PROVISIONS

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

Section 10 CONFIDENTIALITY

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

Section 11 LIMITATION OF LIABILITY

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

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

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

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

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

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

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

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

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

13.8. **SECURITY.** Motorola 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
ANNUAL PRICING AND HOURLY RATES

EXHIBIT B-1
SUAI PRICING PAGES

EXHIBIT C
STATEMENT OF WORK
TECHNICAL SUPPORT SERVICE

EXHIBIT D

STATEMENT OF WORK

NETWORK MONITORING, ONSITE INFRASTRUCTURE RESPONSE AND DISPATCH SERVICE

EXHIBIT E

**STATEMENT OF WORK
NETWORK PREVENTATIVE MAINTENANCS**

EXHIBIT F
STATEMENT OF WORK
ASTRO 25 NETWORK & SECURITY MONITORING

EXHIBIT G
STATEMENT OF WORK
INFRASTRUCTURE REPAIR WITH ADVANCED REPLACEMENT

EXHIBIT H
STATEMENT OF WORK
NICE GOLD MAINTENANCE

EXHIBIT I
PRODUCTS INCLUDED IN THE MOTOROLA SERVICE AGREEMENT

Exhibit I - Products included in the Motorola Service Agreement

Special pricing shall be available as follows for Arlington County, VA and any government and non-government entities within the boundaries of Arlington County, VA

Additionally, from the Effective Date of July 1, 2015 and for a period of five years following that date the County may purchase new products and non-Motorola-manufactured products at the following discounted rates, to be discounted from prices in effect at the time of purchase:

A. Data subscriber device Panasonic	15%
B. Voice infrastructure products	10%
C. Data infrastructure products	5%
D. Non-Motorola manufactured products	8%
E. FLASHport software upgrades	0%
F. Mobile Video Devices, MVX1000 In Car Digital Video, Automatic License Plate Recognition (ALPR)	15%
G. General Parts	15%
H. Motorola manufactured broadband products	10%
I. Non-Motorola manufactured test equipment	0%
J. Panasonic Mounting Gear	15%
K. Optimized Video Security (OVS), Real Time Video Intelligence	7%
L. APX and XTS/XTL Subscriber Radios Accessories	
A 23% applies as long as the County maintains membership in Motorola Trunked Users Group (MTUG); otherwise, a 15% discount shall apply to all Motorola Manufactured Parts	
O. APX Subscriber Radios	
Portables Subscribers	
1-449 units - 28%	
500-1999 units - 32%	
2000-4999 units - 34%	
over 5000 - Please contact Motorola Sales	
Mobile Subscribers	
1-449 units - 27%	
500-1999 units - 29%	
2000-4999 units - 31%	
over 5000 - Please contact Motorola Sales	
P. Minitors	5%
R. NG911, CAD/RMS and ISSI8000	10%
S. Extended Subscriber service (RSA) or service shop tools (programming software and cables)	0%



EXHIBIT A

SERVICE AGREEMENT

Attn: National Service Support
 1307 East Algonquin Road
 Schaumburg, IL 60196
 (800) 247-2346

Date: 9/2/2015

Service Agreement # : S00001014232

Company Name: Arlington County, VA
 Attn: Mr. Donald J. Winsock, Jr.
 Billing Address: 1425 N. Courthouse Road, 7th Floor
 City, State, Zip: Arlington County, VA 22201
 Customer Contact: Mr. Donald J. Winsock, .
 Phone: 703-228-5110
 Fax: _____

Required P.O.: Yes
 Customer # : 1035069964
 Bill to Tag # : 0001
 Contract Start Date: 09/01/2015
 Contract End Date: 06/30/2016
 Payment Cycle: Quarterly
 Tax Exempt: Yes
 PO # : _____

Qty	Model/Option	Description	Monthly Ext	Extended
		Service Agreement Pricing Effective 9-1-15 Including the following Services: Dispatch Network Monitoring Astro 25 Security Monitoring Technical Support Infrastructure Repair with Advanced Replacement Onsite Support from Wireless Communications (7 X 24 X 365) NICE Logging Recorder Support One (1) Network Preventative Check Subtotal		\$ 759,621.58
			TOTAL	\$ 759,621.58
			TAXES	N/A
			GRAND TOTAL	\$ 759,621.58

SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS

Per negotiated Agreement # XXX-XX, Exhibit B dated , May 27, 2015. This is the Year One pricing of the Maintenance Contract for a 10 month period.

THIS SERVICE AMOUNT IS SUBJECT TO STATE & LOCAL TAXING JURISDICTIONS, TO BE VERIFIED BY MOTOROLA.

SUBCONTRACTORS	CITY	STATE
MOTOROLA SYSTEM SUPPORT CENTER	Elgin	IL
MOTOROLA SSC NETWORK SECURITY	Schaumburg	IL
MOTOROLA SYSTEM SUPPORT CENTER NETWORK MGMT	Schaumburg	IL
MOTOROLA SYSTEM SUPPORT CTR- CALL CENTER	Schaumburg	IL
MOTOROLA SYSTEM SUPPORT-TECHNICAL SUPPORT	Schaumburg	IL
Wireless Communications	Arlington	VA
NICE SYSTEMS INC	Reston	VA

EXHIBIT A

X _____
Authorized Customer Signature Title Date

X _____
Customer (Print Name) Phone

X _____
Authorized Motorola Representative (Signature) Title Date

X _____
Authorized Motorola Representative (Print Name) Phone:



Exhibit A-1 - ASTRO 25 System Upgrade Agreement II (SUA II)

STATEMENT OF WORK

1.0 Description of Service and Obligations

- 1.1 As system releases become available, Motorola agrees to provide the Customer with the software, hardware and implementation services required to execute up to one system infrastructure upgrade in a two-year period for their ASTRO 25 system. At the time of the system release upgrade, Motorola will provide applicable patches and service pack updates when and if available. Currently, Motorola's service includes 3rd party SW such as Microsoft Windows and Server OS, Red Hat Linux, Sun Solaris and any Motorola software service packs that may be available. Motorola will only provide patch releases that have been analyzed, pre-tested, and certified in a dedicated ASTRO 25 test lab to ensure that they are compatible and do not interfere with the ASTRO 25 network functionality. Additionally, if purchased, the Security Update Service (SUS) coverage is defined in Appendix C.
- 1.2 The Customer will be able to perform the above referenced system upgrade only in the second year of the two year SUAII agreement, effective beginning July 1, 2015.
- 1.3 ASTRO 25 system releases are intended to improve the system functionality and operation from previous releases and may include some minor feature enhancements. At Motorola's option, system releases may also include significant new feature enhancements that Motorola may offer for purchase. System release software and hardware shall be pre-tested and certified in Motorola's Systems Integration Test lab.
- 1.4 The price quoted for the SUAII requires the Customer to choose a system upgrade from the list of System Release Upgrade Paths available to the Customer as per the most recent system release upgrade chart. Appendix A is the most current system release upgrade chart. Should the Customer elect an upgrade path other than one listed in the system release upgrade chart, the Customer agrees that additional costs may be incurred to complete the implementation of the system upgrade. In this case, Motorola agrees to provide a price quotation for any additional materials and services necessary.
- 1.5 ASTRO 25 SUA II entitles a Customer to past software versions for the purpose of downgrading product software to a compatible release version.
- 1.6 The following ASTRO 25 certified system release software for the following products are covered under this ASTRO 25 SUA II: base stations, site controllers, comparators, routers, LAN switches, servers, dispatch consoles, logging equipment, network management terminals, Network Fault Management ("NFM") products, network security devices such as firewalls and intrusion detection sensors, and associated peripheral infrastructure software.
- 1.7 The proposed SUAII includes coverage for software, hardware refresh and implementation services for the proposed NICE logger recorder solutions at the primary and back-up sites included in the 7.14 upgrade project. Any changes to the NICE



configurations may require a price change to the SUA II. For additional information regarding NICE logging equipment coverage, see Appendix E.

- 1.8 Product programming software such as Radio Service Software (“RSS”), Configuration Service Software (“CSS”), and Customer Programming Software (“CPS”) and Radio Software Authentication (RSA) tokens used for remote access are also covered under this SUA II.
- 1.9 ASTRO SUA II makes available the subscriber radio software releases that are shipping from the factory during the SUA II coverage period. New subscriber radio options and features not previously purchased by the Customer are excluded from ASTRO 25 SUA II coverage. Additionally, subscriber software installation and reprogramming are excluded from the ASTRO 25 SUA II coverage.
- 1.10 Motorola will provide certified hardware version updates and/or replacements necessary to upgrade the system with an equivalent level of functionality up to once in a two-year period. Hardware will be upgraded and/or replaced if required to maintain the existing feature and functionality. Any updates to hardware versions and/or replacement hardware required to support new features or those not specifically required to maintain existing functionality are not included. Unless otherwise stated, platform migrations such as, but not limited to, stations, consoles, backhaul, civil, network changes and additions, and managed services are not included.
- 1.11 The following hardware components, if originally provided by Motorola, are eligible for full product replacement when necessary per the system release upgrade :
 - 1.11.1 Servers
 - 1.11.2 PC Workstations
 - 1.11.3 Routers
 - 1.11.4 LAN Switches
- 1.12 The following hardware components, if originally provided by Motorola, are eligible for board-level replacement when necessary per the system release upgrade. A “board-level replacement” is defined as any Field Replaceable Unit (“FRU”) for the products listed below:
 - 1.12.1 GTR 8000 Base Stations
 - 1.12.2 GCP 8000 Site Controllers
 - 1.12.3 GCM 8000 Comparators
 - 1.12.4 MCC 7500 Console Operator Positions
 - 1.12.5 STR 3000 Base Stations
 - 1.12.6 Quantar Base Stations
 - 1.12.7 Centracom Gold Elite Console Operator Interface Electronics
 - 1.12.8 Centracom Gold Elite Central Electronics Banks
 - 1.12.9 Ambassador Electronics Banks
 - 1.12.10 Motorola Gold Elite Gateways
 - 1.12.11 ASTROTAC Comparators
 - 1.12.12 PSC 9600 Site Controllers
 - 1.12.13 PBX Switches for Telephone Interconnect
 - 1.12.14 NFM/NFM XC/MOSCAD RTU

- 1.13 The ASTRO 25 SUA II does not cover all products. Refer to section 3.0 for exclusions and limitations.
- 1.14 Motorola will provide implementation services necessary to upgrade the system to a future system release with an equivalent level of functionality up to once in a two-year period. Any implementation services that are not directly required to support the system upgrade are not included. Unless otherwise stated, implementation services necessary for system expansions, platform migrations, and/or new features or functionality that are implemented concurrent with the system upgrade are not included.
- 1.15 As system releases become available, Motorola will provide up to once in a two-year period the following software design and technical resources necessary to complete system release upgrades:
 - 1.15.1 Review infrastructure system audit data as needed.
 - 1.15.2 Identify additional system equipment needed to implement a system release, if applicable.
 - 1.15.3 Complete a proposal defining the system release, equipment requirements, installation plan, and impact to system users.
 - 1.15.4 Advise Customer of probable impact to system users during the actual field upgrade implementation.
 - 1.15.5 Program management support required to perform the system upgrade.
 - 1.15.6 Field installation labor required to perform the system upgrade.
 - 1.15.7 Upgrade operations engineering labor required to perform the system upgrade.
- 1.16 ASTRO 25 SUA II pricing is based on the system configuration outlined in Appendix B. This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require an ASTRO 25 SUA II price adjustment.
- 1.17 The ASTRO 25 SUA II applies only to system release upgrades within the ASTRO 25 7.x platform.
- 1.18 Motorola will issue Software Maintenance Agreement (“SMA”) bulletins on an annual basis and post them in soft copy on a designated extranet site for Customer access. Standard and optional features for a given ASTRO 25 system release are listed in the SMA bulletin.

2.0 Upgrade Elements and Corresponding Party Responsibilities

- 2.1 Upgrade Planning and Preparation: All items listed in this section are to be completed at least 6 months prior to a scheduled upgrade.
 - 2.1.1 Motorola responsibilities
 - 2.1.1.1 Obtain and review infrastructure system audit data as needed.
 - 2.1.1.2 Identify additional system equipment needed to implement a system release, if applicable.
 - 2.1.1.3 Complete a proposal defining the system release, equipment requirements, installation plan, and impact to system users.
 - 2.1.1.4 Advise Customer of probable impact to system users during the actual field upgrade implementation.

- 2.1.1.5 Inform Customer of high speed internet connection requirements.
- 2.1.1.6 Assign program management support required to perform the system upgrade.
- 2.1.1.7 Assign field installation labor required to perform the system upgrade.
- 2.1.1.8 Assign upgrade operations engineering labor required to perform the system upgrade.
- 2.1.1.9 Deliver release impact and change management training to the customer, outlining the changes to their system as a result of the upgrade path elected. This training needs to be completed at least 12 weeks prior to the scheduled upgrade.
- 2.1.1.10 Deliver system documentation changes.

- 2.1.2 Customer responsibilities
 - 2.1.2.1 Contact Motorola to schedule and engage the appropriate Motorola resources for a system release upgrade.
 - 2.1.2.2 Provide high-speed internet connectivity at the zone core site(s) for use by Motorola to perform remote upgrades and diagnostics. Specifications for the high-speed connection are provided in Appendix D. High-speed internet connectivity must be provided at least 12 weeks prior to the scheduled upgrade. In the event access to a high-speed connection is unavailable, Customer may be billed additional costs to execute the system release upgrade.
 - 2.1.2.3 Assist in site walks of the system during the system audit when necessary.
 - 2.1.2.4 Provide a list of any FRUs and/or spare hardware to be included in the system release upgrade when applicable.
 - 2.1.2.5 Dispose of obsolete FRUs and/or spare hardware and equipment.
 - 2.1.2.6 Purchase any additional software and hardware necessary to implement optional system release features or system expansions.
 - 2.1.2.7 Provide or purchase labor to implement optional system release features or system expansions.
 - 2.1.2.8 Participate in release impact training at least 12 weeks prior to the scheduled upgrade.

- 2.2 System Readiness Checkpoint: All items listed in this section must be completed at least 30 days prior to a scheduled upgrade.
 - 2.2.1 Motorola responsibilities
 - 2.2.1.1 Perform appropriate system backups.
 - 2.2.1.2 Work with the Customer to validate that all system maintenance is current.
 - 2.2.1.3 Work with the Customer to validate that all available patches and antivirus updates have been updated on the customer's system.

 - 2.2.2 Customer responsibilities
 - 2.2.2.1 Validate system maintenance is current.
 - 2.2.2.2 Validate that all available patches and antivirus updates to their system have been completed.

2.3 System Upgrade

2.3.1 Motorola responsibilities

- 2.3.1.1 Perform system infrastructure upgrade in accordance with the system elements outlined in this SOW.

2.3.2 Customer responsibilities

- 2.3.2.1 Inform system users of software upgrade plans and scheduled system downtime.
- 2.3.2.2 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide software upgrade services.

2.4 Upgrade Completion

2.4.1 Motorola responsibilities

- 2.4.1.1 Validate all system upgrade deliverables are complete as contractually required.
- 2.4.1.2 Deliver post upgrade implementation training to the customer as needed.
- 2.4.1.3 Obtain upgrade completion sign off from the customer.

2.4.2 Customer Responsibilities

- 2.4.2.1 Cooperate with Motorola in efforts to complete any post upgrade punch list items as needed.
- 2.4.2.2 Cooperate with Motorola to provide relevant post upgrade implementation training as needed.
- 2.4.2.3 Provide Motorola with upgrade completion sign off.

3.0 Exclusions and Limitations

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

3.2 The parties acknowledge and agree that the ASTRO 25 SUA II does not cover the following products:

- MCC5500 Dispatch Consoles
- MIP5000 Dispatch Consoles
- Plant/E911 Systems
- MOTOBRIDGE Solutions
- ARC 4000 Systems
- Motorola Public Sector Applications Software (“PSA”)
- Custom SW, CAD, Records Management Software
- Data Radio Devices
- Mobile computing devices such as Laptops
- Non-Motorola two-way radio subscriber products
- Genesis Products
- Point-to-point products such as microwave terminals and association multiplex equipment

- IP Simulcast (required in ASTRO 25 release 7.18 or later)
 - Channel Banks
- 3.3 ASTRO 25 SUA II does not cover any hardware or software supplied to the Customer when purchased directly from a third party, unless specifically included in this SOW.
- 3.4 ASTRO 25 SUA II does not cover software support for virus attacks or other applications that are not part of the ASTRO 25 system, or unauthorized modifications or other misuse of the covered software. Motorola is not responsible for management of anti-virus or other security applications (such as Norton).
- 3.5 Upgrades for equipment add-ons or expansions during the term of this ASTRO 25 SUA II are not included in the coverage of this SOW unless otherwise agreed to in writing by Motorola.

4.0 Special provisions

- 4.1 Customer acknowledges that if its System has a Special Product Feature, additional engineering may be required to prevent an installed system release from overwriting the Special Product Feature. Upon request, Motorola will determine whether a Special Product Feature can be incorporated into a system release and whether additional engineering effort is required. If additional engineering is required Motorola will issue a change order for the change in scope and associated increase in the price for the ASTRO 25 SUA II.
- 4.2 Customer will only use the software (including any System Releases) in accordance with the applicable Software License Agreement.
- 4.3 ASTRO 25 SUA II services do not include repair or replacement of hardware or software that is necessary due to defects that are not corrected by the system release, nor does it include repair or replacement of defects resulting from any nonstandard, improper use or conditions; or from unauthorized installation of software.
- 4.4 ASTRO 25 SUA II coverage and the parties' responsibilities described in this Statement of Work will automatically terminate if Motorola no longer supports the ASTRO 25 7.x software version in the Customer's system or discontinues the ASTRO 25 SUA II program; in either case, Motorola will refund to Customer any prepaid fees for ASTRO 25 SUA II services applicable to the terminated period. **Given the County maintains the SUA II and performs regular system refresh as outlined by the SUA II, Motorola agrees to provide lifecycle support for the fixed network equipment, for like features and functionality, through 2030, (15) years beyond anticipated system acceptance**
- 4.5 If Customer cancels a scheduled upgrade within less than 12 weeks of the scheduled on site date, Motorola reserves the right to charge the Customer a cancellation fee equivalent to the cost of the pre-planning efforts completed by the Motorola Solutions Upgrade Operations Team.



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Appendix A – ASTRO 25 System Release Upgrade Paths

Release Date	Platform Release	Available Upgrade Paths	
Oct-05	R7.0	N/A	
Jun-06	R7.1	N/A	
Dec-06	R7.2	7.7	
Mar-07	R7.1.1	N/A	
Dec-07	R7.4	7.7	
Jun-08	R7.5	7.7	
Dec-08	R7.6	7.7	
Jun-09	R7.7	7.9	7.11
Jan-10	R7.8	7.9	
Dec-10	R7.9	7.11	7.13
Aug-11	R7.11	7.13	7.14
Mar-12	R7.12	N/A	
Nov-12	R7.13	7.14	7.15
Nov-13	R7.14	7.15	7.16 (planned)
Nov-14	R7.15	7.16 (planned)	7.17 (planned)

- The information contained herein is provided for information purposes only and is intended only to outline Motorola's presently anticipated general technology direction. The information in the roadmap is not a commitment or an obligation to deliver any product, product feature or software functionality and Motorola reserves the right to make changes to the content and timing of any product, product feature or software release.
- The most current system release upgrade paths can be found in the most recent SMA bulletin.



Appendix B - System Pricing Configuration

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

Core	
Master Site Configuration	M3
Zones in Operation (Including DSR and Dark Master Sites)	1
Zone Features: IV&D, OTAR, TDMA, Telephone Interconnect, CNI, HPD, ISSI CSMS, IA, POP25, Text Messaging, Outdoor Location, ...	1
RF System	
Voice RF Sites & RF Simulcast Sites	7
Repeaters/Stations (FDMA)	113
Repeaters/Stations (TDMA)	0
HPD RF Sites	0
HPD Stations	0
Dispatch Console System	
Dispatch Sites	2
Gold Elite Operator Positions	0
MCC 7500 Operator Positions (GPIOM)	0
MCC 7500 Operator Positions (VPM)	18
Conventional Channel Gateways (CCGW)	2
Conventional Site Controllers (GCP 8000 Controller)	0
Logging System	
Number of AIS Servers	1
Number of Voice Logging Recorder	See Appendix E
Number of Logging Replay Clients	See Appendix E
Network Management and MOSCAD NFM	
Network Management Clients	4
MOSCAD NFM Systems	1
MOSCAD NFM RTUs	7
MOSCAD NFM Clients	4
Fire Station Alerting (FSA)	
FSA Systems	0
FSA RTUs	0
FSA Clients	0
Subscribers	
Voice Subscribers non-APX	0
Voice Subscribers APX	0
HPD Subscribers	0
Computing and Networking Hardware (for SUA / SUA II, actual replacement qty may be less than shown)	
Workstations - High Performance	8
Workstations - Mid Performance	19
Servers - High Performance	4
Servers - Mid Performance	0
LAN Switch - High Performance	3
LAN Switch - Mid Performance	18
Routers	21
Training	
# of onsite, instructor-led, 3-day training sessions	1



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Appendix C – Security Update Service (SUS) Statement of Work

1.1 Definitions

Terms that are capitalized but not defined in this Statement of Work shall have the definition given to such terms in the Agreement. The following terms have the following meanings:

1.2 Non-Motorola Software: Software whose copyright is owned by a party other than Motorola or its affiliated company, including but not limited to the anti-virus definitions, operating system software patches and signature files that will be pre-tested pursuant to this Statement of Work.

1.3 System: The currently shipping Motorola ASTRO® 25 System Release and up to 5 releases prior.

1.4 Supported Release: Security Update Service is available on the currently shipping Motorola ASTRO® 25 System Release and up to 5 releases prior. If a customer is on a System Release outside of the N-5 release schedule, then they cannot purchase this service.

2.0 Description of Services

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

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

Each assessment will consist of no less than 36 hours of examination time to evaluate the impact each anti-virus update has to the system. Upon satisfactory completion of the assessment pertaining to anti-virus signatures, these updates will be provided on a weekly basis either automatically or through connecting to Motorola’s secured extranet connection. When anti-virus definitions classified as Category 4 (Severe, difficult to contain) and Category 5 (Very Severe, very difficult to contain) by the commercial



supplier are released, Motorola will determine if a high-priority release is necessary. Operating system updates/patches will be made available to our customers electronically upon successful testing in our lab environments on a monthly basis for Microsoft patches and on a quarterly basis for all others.

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

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

** - Supported is defined as the current system release and the last five prior. Support beyond this model requires approval from the Customer Service Manager and the Security Services Product Manager. For extended coverage, please communicate a formal request to your account manager.

The customer will be responsible for deploying Microsoft, Oracle, Sun Microsystems, UNIX, and Linux security updates from a Motorola provided secured extranet Web site. Antivirus and IDS updates will be capable of being pushed automatically to the customer ASTRO25 network only if the Security Monitoring service is purchased by the customer. If there is a recommended configuration change that is successfully tested on the ASTRO 25 test System, Motorola will provide detailed instructions for performing the configuration change.

Inclusions: Security Update Service is available on the currently shipping Motorola ASTRO 25 System Release and up to 5 releases prior. If a customer is on a System Release outside of the N-5 release schedule, then they cannot purchase this service.

Exclusions: Systems that have non-standard configurations that have not been certified by Motorola SIT are specifically excluded from this Service unless otherwise agreed in writing by Motorola. Service does not include pre-tested intrusion detection system (IDS) updates for IDS solutions not purchased through Motorola. NICE Recorder, certain consoles, MARVLIS, Symbol Equipment, AirDefense Equipment, AVL, and Radio Site Security products are also excluded. The scope of service coverage is defined by Motorola Services and is subject to change based on OEM support lifecycles. The terms and conditions of this Statement of Work are an integral part of the Agreement to which it is attached and made a part thereof by this reference.

- 3.1 Motorola has the following responsibilities:
- 3.2 Obtain anti-virus definitions for the Microsoft Windows platform, intrusion detection sensor signatures for Motorola supplied IDS, Microsoft Security Updates for Windows Operating system, Solaris operating system recommended patch bundles, and Red Hat Linux security patches from Motorola selected commercial suppliers.
- 3.3 Evaluate anti-virus definitions classified as Category 4 and 5 by Motorola selected commercial supplier to determine if a high-priority release is required. Motorola in its discretion will determine the urgency of the update based on the impact to the System.
- 3.4 Identify and document latest System vulnerabilities and compliance issues discovered during quarterly vulnerability scan performed in Section 3.4.
- 3.5 Investigate new vulnerabilities and compliance issues that are identified. Recommended response may include, but is not limited to, ASTRO 25 Systems, deploy security software updates; deploy operating system security updates or patches; implement configuration changes; upgrade to current ASTRO 25 System Release (actual upgrade expense not included in this service offering); or recommending a compensating control.
- 3.6 Pre-test recommended remediation when applicable and make documentation and/or software updates available to Customer electronically.
- 3.7 Provide documented response with recommended remediation when applicable for all new vulnerabilities quarterly or at Motorola's discretion to Customer electronically.
- 3.8 Test anti-virus definitions, intrusion detection sensor signatures, and operating system security updates/patches by deploying them on a dedicated ASTRO 25 test System with the standard supported configurations, which include Motorola's then current approved cohabitated applications.
- 3.9 Confirm that tested anti-virus definitions, intrusion detection sensor signatures, and operating system security updates/patches do not degrade or compromise System functionality on dedicated test System within the standard supported configurations.
- 3.10 Address issues identified during testing to support functionality under the procedures specified in 3.8 above by working with Motorola selected commercial supplier or Motorola product development engineering team.
- 3.11 Release pre-tested anti-virus definitions and intrusion detection sensor signatures for Motorola supplied IDS electronically on a weekly basis upon successful completion of the weekly test cycle to be completed one week after release by commercial supplier unless an issue is detected or within 36 hours from Motorola selected commercial supplier's Category 4 & 5 certified virus definitions being available or at Motorola's discretion if determined by Motorola to be a high-priority release. Release may include



the anti-virus definition file, intrusion detection sensor signatures, updated configuration files, instructions and other information deemed pertinent by Motorola.

3.12 Release Microsoft, Solaris and Red Hat Linux operating system security patches/updates when they are certified and available with instructions for obtaining patch/update for Customer deployment on the Customer system. Microsoft operating system security updates will be released monthly as available from Motorola selected commercial supplier upon successful completion of monthly test cycle. Solaris and Red Hat Linux operating system security patches will be released quarterly upon successful completion of quarterly test cycle or at Motorola's discretion.

3.13 Notify Customer when the latest release is available with instructions on where to obtain latest release.

3.14 Provide technical assistance if there is an issue with the installation of an update.

3.15 Maintain annual Customer subscriptions for anti-virus definitions and intrusion detection sensor signatures, with Motorola selected commercial supplier.

4.1 Customer has the following responsibilities:

4.2 Provide means for accessing pre-tested files electronically.

4.3 Deploy pre-tested files on Customer System as instructed in the "Read Me" text provided.

4.4 Implement recommended remediation(s) on Customer System as determined necessary by Customer.

4.5 Upgrade System to a Supported System Release as necessary to continue Service.

4.6 Identify one point of contact for issues specific to Security Update Service.

4.7 Cooperate with Motorola and perform all acts that are reasonable and/or necessary to enable Motorola to electronically provide Security Update Service – Platinum to Customer.

4.8 Comply with the terms of the applicable license agreement between Customer and the Non-Motorola Software copyright owner.

4.9 Adhere closely to the System Support Center (SSC) troubleshooting guidelines provided upon system acquisition. A failure to follow SSC guidelines may cause Customer and Motorola unnecessary or overly burdensome remediation efforts that may result in a service fee to Customer.

5.0 WARRANTIES AND DISCLAIMER:

Motorola warrants that its services will be free of defects in materials and workmanship for a period of ninety (90) days following completion of the service. Your sole remedies are to require Motorola to re-perform the affected service or at Motorola's option to refund, on a pro-rata basis, the service fees paid for the affected service.

During the applicable Warranty Period, Motorola warrants that the tested anti-virus definitions, intrusion detection sensor signatures, and operating system security updates/patches do not degrade or compromise System functionality, and that after incorporation of the recommended remediation action the System Software, when used properly and in accordance with the Documentation, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Product and Software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which this information is provided) are collectively referred to as "Documentation." Whether a defect occurs will be determined solely with reference to the Documentation. Motorola does not warrant that Customer's use of the Software or Products will be uninterrupted or error-free or that the Software or the Products will meet Customer's particular requirements.

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

Appendix D – High-Speed Connectivity Specifications

Connectivity Requirements

- The minimum supported link between the core and the zone is a full T1
- Any link must realize or a sustained transfer rate of 175 kBps / 1.4 Mbps or better, bidirectional
- Interzone links must be fully operational when present
- Link reliability must satisfy these minimum QoS levels:
 - Port availability must meet or exceed 99.9% (three nines)
 - Round trip network delay must be 100 ms or less between the core and satellite (North America) and 400 ms or less for international links
 - Packet loss shall be no greater than 0.3%
 - Network jitter shall be no greater than 2 ms
- The network requirements above are based on the SLA provided for Sprint Dedicated IP Services as of April, 2012. It is possible other vendors may not be able to meet this exact SLA, so these cases must be examined on a case-by-case basis.

Appendix E – Nice Configuration Detail

This SUA II quote incorporates the following products in a multi-year SUA II Program

- One IP Radio Logger, hardware and software.
- One Full Inform System with Reconstruction, Organizer and Evaluator, hardware and software
- Two NRX Telephone Loggers (64 channels each)
- ANI/All Interface
- Contact Closure
- CastleRock SNMP Management
- Storage Center Software
- One NAS Storage Device
- One Full Inform System Resiliency Server Hardware (Inform Software Upgrades included on the Primary Site Quote)
- One 84 Channel NRX Telephone Loggers
- ANI/All Interface
- Contact Closure
- CastleRock SNMP Management

Exhibit B - Annual Service Pricing and Hourly Rates

Arlington County, VA ASTRO 25
 Motorola Service Agreement Prices

Service	Description of Services	Year One Maintenance Contract	Year Two Maintenance Contract	Year Three Maintenance Contract	Year Four Maintenance Contract	Year Five Maintenance Contract
1	Dispatch Service	\$ 8,530.26	\$ 8,786.17	\$ 9,049.75	\$ 9,321.24	\$ 9,600.88
2	Network Monitoring Service (requires purchase of #1 Dispatch service also)	\$ 22,652.26	\$ 23,331.83	\$ 24,031.78	\$ 24,752.73	\$ 25,495.32
3	Astro 25 Security Monitoring Service (requires purchase service #'s 1&2 also)	\$ 21,400.00	\$ 22,042.00	\$ 22,703.28	\$ 23,384.36	\$ 24,085.89
4	Technical Support (Needed with Network Monitoring for remote access)	\$ 18,938.39	\$ 19,506.54	\$ 20,091.73	\$ 20,694.49	\$ 21,315.32
5	Infrastructure Repair with Advanced Replacement	\$ 132,247.23	\$ 136,214.86	\$ 140,301.09	\$ 144,510.12	\$ 148,845.42
6	OnSite Infrastructure Response Service -Regular On-site within 1 hour/1 1/2 hours & Network PM check (Requires purchase of service 1)	\$ 698,992.13	\$ 717,901.89	\$ 739,438.95	\$ 761,622.12	\$ 784,470.78
7	Gold Support NICE IP Logging equipment*	\$ 69,764.08	\$ 137,376.33	\$ 141,497.62	\$ 145,742.54	\$ 150,114.81
	Total Hardware Support Price Fixed Network Equipment (without Subscribers)	\$ 970,524.34	\$ 1,065,159.40	\$ 1,097,114.18	\$ 1,130,027.60	\$ 1,163,928.42

NOTE Year One Maintenance Price will be lowered by \$7,144.62 per month for Jul-2015 through Oct-2015 (4 months) due to warranty on GTR stations through Oct 31, 2015.

NOTE Year One Maintenance Price will be lowered by \$2,533.33 per month for Jul-2015 through Jun-2016 (12 months) due to warranty on Master Site Equipment through June 30, 2016.

Total Year One Maintenance Price (July 1, 2015 through June 30, 2016) \$ 911,545.90

NICE service reduced in Year One due to warranty on new NICE equipment.

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May 27, 2015

Exhibit B - Annual Service Pricing and Hourly Rates

Arlington County, VA ASTRO 25
 Motorola Service Agreement Prices

Service	Description of Services	Year Six		Year Seven		Year Eight		Year Nine		Year Ten	
		Maintenance Contract		Maintenance Contract		Maintenance Contract		Maintenance Contract		Maintenance Contract	
1	Dispatch Service	\$ 9,888.91	\$	10,185.57	\$	10,491.14	\$	10,805.88	\$	11,130.05	
2	Network Monitoring Service (requires purchase of #1 Dispatch service also)	\$ 26,260.18	\$	27,047.98	\$	27,859.42	\$	28,695.20	\$	29,556.08	
3	Astro 25 Security Monitoring Service (requires purchase service #'s 1&2 also)	\$ 24,808.47	\$	25,552.72	\$	26,319.30	\$	27,108.88	\$	27,922.15	
4	Technical Support (Needed with Network Monitoring for remote access)	\$ 21,954.78	\$	22,613.42	\$	23,291.83	\$	23,990.58	\$	24,710.30	
5	Infrastructure Repair with Advanced Replacement	\$ 153,310.78	\$	157,910.11	\$	162,647.41	\$	167,526.83	\$	172,552.64	
6	OnSite Infrastructure Response Service -Regular On-site within 1 hour/1 1/2 hours & Network PM check (Requires purchase of service 1)	\$ 808,004.91	\$	832,245.05	\$	857,212.40	\$	882,928.78	\$	909,416.64	
7	Gold Support NICE IP Logging equipment	\$ 154,618.25	\$	159,256.79	\$	164,034.49	\$	168,955.52	\$	174,024.18	
	Total Hardware Support Price Fixed Network Equipment (without Subscribers)	\$ 1,198,846.27	\$	1,234,811.65	\$	1,271,856.00	\$	1,310,011.67	\$	1,349,312.01	
Hardware Support based on: 1 Master 1 Prime Sites, 6 RF Sites, 113 Stations, 2 Dispatch w/18 positions, MOSCAD RTUs 7, NICE system											
Wireless Technical Hourly Rates= Standard rate-\$197.25 per hour, Overtime rate-\$295.75 per hour and Holiday rate-\$394.25 per hour. Annual 3% increase.											

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May 27, 2015