

PROPOSAL
HIGHLAND PARK AND UNIVERSITY PARK

PARCS: PARK CITIES AREA-WIDE RADIO COMMUNICATIONS SYSTEM PROPOSAL



MOTOROLA SOLUTIONS

PS-000086787

Motorola Solutions, Inc.
1717 McKinney Ave. Suite 800
Dallas, TX 75202

May 16th, 2019

University Park
3800 University Blvd
University Park, Texas 75205

Attn: Randy Howell, Fire Chief

Dear Chief Howell,

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

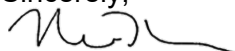
The System Design, as outlined within the System Description and Statement of Work, consists of the ASTRO 25 Project 25 Phase 2 TDMA Trunked Radio System technology with Six Channels (5 TDMA and 1 FDMA Control Channel) with 2 Channels supporting dynamic dual mode for FDMA users. This is a simulcast system with 3 RF sites located within Highland Park and University Park city limits. It also includes a Geo-redundant Prime site and 3 dispatch centers. This design, in connecting to and using the Garland, Mesquite, Rowlett, and Sachse (GMRS) P25 Core and pricing contract allows the University Park the best value while becoming part of a regional system for interoperability needs. In joining the GMRS System, the city will receive substantial functionality benefits as outlined in the attached proposal.

Motorola is prepared to offer University Park an additional pricing incentive beyond the discounts offered in GMRS Contract. That pricing incentive will be honored until June 25th, 2019. The complete list of incentives and discounts is highlighted on the pricing page of this proposal.

This proposal is subject to the terms and conditions of the enclosed System Purchase Agreement and is valid until June 25th, 2019. University Park can accept by returning to Motorola a signed copy of the aforementioned agreement. Motorola is also pleased to address any questions University Park may have regarding this proposal, and we look forward to an opportunity to meet with you to discuss our solution. Please direct any questions to your Crosspoint Communications account executive, Bobby Thompson at (469) 236-3743 or your Motorola account executive, Collin Wetzel at (312) 256-3260.

Motorola appreciates your interest in our company's products, and services. We look forward to partnering with the University Park in making this exciting project a successful reality.

Sincerely,



Neil Thomas
MSSSI Vice President
North America Government Markets
Motorola Solutions Inc

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Communications System Agreement

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

Section 1 CONTRACT DOCUMENTS / EXHIBITS

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

WHEREAS, Houston-Galveston Area Council ("H-GAC"), acting as the agent for various local governmental entities who are "End Users" under interlocal agreements (including the Customer) has solicited proposals for radio communications equipment and conducted discussions with Motorola concerning its proposal and, where applicable, in accordance with the competitive procurement procedures of Texas law; and

WHEREAS, H-GAC and Motorola entered into that certain Contract dated as of May 1, 2018 (the "Contract"), which provided that End Users may purchase radio communications equipment from Motorola pursuant to certain terms contained therein; and

WHEREAS, pursuant to Article 6 of the Contract, Motorola and Customer now wish to enter into this Communications System Agreement to delineate the specific terms of the purchase of radio communications equipment and services from Motorola by the Customer.

Exhibit A	Motorola "Software License Agreement"
Exhibit B	"Pricing Summary" and "Payment Schedule"
B-1	"Pricing Summary" see Motorola's proposal dated May 16, 2019
B-2	"Payment Schedule" undated
Exhibit C	"Technical and Implementation Documents"
C-1	"System Description" see Motorola's proposal dated May 16, 2019
C-2	"Equipment List" see Motorola's proposal dated May 16, 2019
C-3	"Statement of Work" see Motorola's proposal dated May 16, 2019
C-4	"Acceptance Test Plan" or "ATP" see Motorola's proposal dated May 16, 2019
C-5	"Performance Schedule" see Motorola's proposal dated May 16, 2019
C-6	"Contract Attachment 1 – Document of Understanding" dated May 16, 2019
Exhibit D	Service Statement(s) of Work and "Service Terms and Conditions"
Exhibit E	System Upgrade Agreement Statement of Work
Exhibit F	"System Acceptance Certificate"
Exhibit G	Motorola/H-GAC Contract dated May 1, 2018

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings, though other capitalized terms not included in this section shall have the meanings that may be ascribed to them in other parts of the Agreement:

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

2.2. "Administrative User Credentials" means an account that has total access over the operating system, files, end user accounts and passwords at either the System level or box level. Customer's personnel with access to the Administrative User Credentials may be referred to as the Administrative User.

2.3. "Beneficial Use" means when an end user begins using the system on a day to day basis for operational purposes, which can occur before final acceptance. System Warranty begins upon beneficial

use or at the time of system acceptance, whichever occurs first. Motorola will provide a formal notification to the Town and the City prior to the commencement of the warranty period

2.4. "Confidential Information" means all information consistent with the fulfillment of this agreement that is (i) disclosed under this agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. Confidential information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent. Confidential Information does not include information that: is or becomes publically known through no wrongful act of the receiving Party; is already known to the receiving Party without restriction when it is disclosed; is or is or becomes, rightfully and without breach of this Agreement, in the receiving Party's possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this Agreement; or is explicitly approved for release by written authorization of the disclosing Party, or is required to be disclosed by law, subpoena or court order. Notwithstanding any other provision of this Agreement, the Parties understand that Customer is required to comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) ("TPIA" or the "Act") when responding to information requests made under the Act. Pursuant to the requirements of TPIA, if Customer receives a request for information which Motorola has marked or identified as being confidential, trade secret, commercial, financial or proprietary information, Customer will respond to the request in accordance with the procedures set forth in Section 552.305 of the Act. Specifically, Customer will notify Motorola of its receipt of the request and request and attorney general opinion identifying the exception(s) to disclosure believed to apply. The Parties acknowledge that TPIA requires a brief to be submitted to the attorney general explaining the claimed exceptions apply to the information in issue. Customer shall not be obligated to submit the brief supporting the claimed exceptions. Motorola shall be solely responsible for submitting the brief and the documents in issue to the attorney general. Should the attorney general render a decision indicating that all or part if the information must be disclosed, Customer shall be permitted to disclose the information unless Motorola successfully contests the attorney general decision in accordance with the requirements of TPIA. Nothing in the Agreement shall require Customer to institute or participate in any litigation relating to an open records request for information that Motorola considers to be confidential.

2.5. "Contract Price" means the price for the System, excluding applicable sales or similar taxes and freight charges, and including ten (10) years of post warranty maintenance, support and upgrades ("Lifecycle Support Plan").

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

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

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

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

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

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

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

2.13. "Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

2.14. "Software" means the Motorola Software and Non-Motorola Software, in object code format that is furnished with the System or Equipment.

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

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

2.17. "System" means the Equipment, Software, and incidental hardware and materials that are combined together into an integrated system; the System is described in the Technical and Implementation Documents.

2.18. "System Acceptance" means written and signed acknowledgement by Customer that the Acceptance Tests have been successfully completed, subject to the obligation of Customer to not unreasonably withhold or delay such acknowledgement.

2.19. "Warranty Period" means two (2) years from the date of System Acceptance or Beneficial Use, whichever occurs first, except for Subscriber Units, in which case the Warranty Period shall mean four (4) years from the date of delivery.

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. SCOPE OF WORK. Motorola will provide, install and test the System, and perform its other contractual responsibilities, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement. The Parties acknowledge that the Technical and Implementation Exhibits describe a complete System.

3.2. CHANGE ORDERS. Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. TERM. Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until completion of ten (10) years of Lifecycle Support Plan.

3.4. ADDITIONAL EQUIPMENT OR SOFTWARE. For five (5) years after the Effective Date, Customer may order additional Equipment or Software. Each order must refer to this Agreement and must specify the pricing and delivery terms. Notwithstanding any additional or contrary terms in the order, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Title and risk of loss to additional Equipment will pass at delivery, warranty will commence upon delivery, and payment is due within twenty (30) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through Motorola Online ("MOL"), and this Agreement will be the "Underlying Agreement" for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at <http://www.motorola.com/businessandgovernment/> and the MOL telephone number is (800) 814-0601.

3.5. **MAINTENANCE SERVICE.** During the Warranty Period, in addition to warranty services, Motorola will provide maintenance services for the Equipment and support for the Motorola Software pursuant to the Statement of Work set forth in Exhibit D. Those services and support are included in the Contract Price. If Customer wishes to purchase additional maintenance and support services for the Equipment during the Warranty Period, or any maintenance and support services not included in the ten (10) years of Lifecycle Support Plan for the Equipment after the Warranty Period, the description of and pricing for the services will be set forth in a separate document. If Customer wishes to purchase extended support for the Motorola Software after the Warranty Period, it may do so by ordering software subscription services. Unless otherwise agreed by the parties in writing, the terms and conditions applicable to the ten (10) years of Lifecycle Support Plan and those other maintenance, support or software subscription services will be Motorola's standard Service Terms and Conditions, together with the appropriate statements of work.

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

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

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

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

3.10. **SYSTEM UPGRADES.** During the ten (10) years of Lifecycle Support Plan, the applicable provisions of this Agreement (except for passage of title and risk of loss to Equipment, warranty commencement, and Exhibit C) will govern the implementation of the System Upgrades. Title and risk of loss to Equipment will pass at delivery, and warranty will commence upon delivery.

Section 4 PERFORMANCE SCHEDULE

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

Section 5 CONTRACT PRICE, PAYMENT AND INVOICING

5.1. **CONTRACT PRICE.** The Contract Price in U.S. dollars is \$6,158,512, which includes the H-GAC administrative fee. A Pricing Summary is included with the Payment Schedule in Exhibit B. The System price is \$4,402,425 and the ten (10) year Lifecycle Support Plan price is \$1,756,087, based on initial System design. Motorola has priced the services, Software, and Equipment as an integrated system. If applicable, a pricing summary is included with the Payment Schedule. Motorola has priced the services, Software, and Equipment as an integrated system. A reduction in Software or Equipment quantities, or services may affect the overall Contract Price, including discounts if applicable. Motorola will pay H-GAC's administrative fee in accordance with the payment terms of the Motorola/H-GAC Contract dated May 1, 2018. At the end of the first year from the Effective Date and each year after, a CPI percentage change calculation shall be performed. Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase the current years and all future years' maintenance prices by the consumer price increase ("CPI") increase amount exceeding 3%. The All Urban Consumers Dallas-Fort Worth, TX Consumer Price Index (Series ID CUURA316SA0,CUUSA316SA0, All Items, Not seasonally adjusted with Base Period 1982-1984=100) shall be used as the measure of CPI for this price adjustment. The CPI percentage change calculation will take place once the annual average for each new year has been posted by the Bureau of Labor Statistics.

5.2. **INVOICING AND PAYMENT.** Motorola will submit invoices to Customer according to the Payment Schedule. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after Customer's receipt of an invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate under the Texas Prompt Payment Act. For reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800.

5.3. **FREIGHT, TITLE, AND RISK OF LOSS.** Freight charges are included in the Contract Price. Title to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Risk of loss will pass to Customer upon delivery of the Equipment to the Customer. Motorola will pack and ship all Equipment in accordance with good commercial practices.

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

City of University Park City Hall Attn. Elizabeth Anderson
3800 University Blvd. University Park, TX 75205

The address which is the ultimate destination where the Equipment will be delivered to Customer is:
City of University Park City Hall, Attn. Randy Howell
3800 University Blvd. University Park, TX 75205

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

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

Section 6 SITES AND SITE CONDITIONS

6.1. **ACCESS TO SITES.** In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the work sites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.

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

6.3. **SITE ISSUES.** If a Party determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

Section 7 TRAINING

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

Section 8 SYSTEM ACCEPTANCE

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

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

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

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

Section 9 REPRESENTATIONS AND WARRANTIES

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

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

9.3. MOTOROLA SOFTWARE WARRANTY. Unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section 9 that are applicable to the Motorola Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERCEDES THIS SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

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

9.5. WARRANTY CLAIMS. To assert a warranty claim, Customer must notify Motorola in writing of the claim before the date which is thirty (30) calendar days after expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If Customer has submitted a valid warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. That action will be the full extent of Motorola's liability for the warranty claim. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

9.6. ORIGINAL END USER IS COVERED. These express limited warranties are extended by Motorola to the original user purchasing the System for commercial, industrial, or governmental use only, and are assignable and transferable by Customer to any other governmental entity to which Customer sells or transfers any Equipment, Software or other components purchased by Customer under this Agreement, but only if such Equipment, Software or other components continue to be used to support the System.

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

Section 10 DELAYS

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

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

Section 11 DISPUTES

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

11.1. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Dallas County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Dallas County, Texas.

11.2. DISPUTE RESOLUTION. Either Party may initiate the Dispute resolution procedures by sending a written notice of Dispute ("Notice of Dispute") to the other Party, substantially describing the nature of the dispute. The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives.

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

11.4. CONFIDENTIALITY. All communications pursuant to subsections 11.2 and 11.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 12 DEFAULT AND TERMINATION

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

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

12.3 TERMINATION FOR CONVENIENCE. Customer may terminate this Agreement (in whole or part) at any time for its convenience by providing Motorola a formal written notice at least thirty days in advance of the effective date of the termination. The notice must explicitly state the effective date of the termination and whether the Agreement termination is in whole or in part, and if in part, which part is being terminated. If Customer exercises this right to terminate for convenience, it will be liable to pay Motorola for the portion of the Contract Price attributable to the Equipment and/or Software delivered, and all services performed, on or before the effective date of the termination and reasonable costs and expenses that Motorola incurs as a result of the early termination of the Agreement, including costs and expenses associated with cancellation of subcontracts, restocking fees, and removal of installation or test equipment. Notwithstanding the above, Customer shall have no right to terminate this Agreement for the purchase of or procuring any of the same or substantially similar Equipment, Software or services from another vendor, or if Motorola has given Customer a notice of default and such default has not been cured.

Section 13 INDEMNIFICATION

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

13.1.1 PAYMENT OF SUPPLIERS AND SUBCONTRACTORS / INDEMNIFICATION. Motorola agrees that it shall be responsible for the payment of, and will pay, all subcontractors and suppliers it uses in connection with this Agreement. Motorola further agrees that, in addition to the indemnification provided under Section 13.1 of this Agreement, that it shall indemnify and hold harmless the Customer and all of its present, future and former agents, employees, officials and representatives in their official, individual and representative capacities from and against any and all claims, demands, causes of action, judgments, liens and expenses (including attorney's fees, whether contractual or statutory), costs and damages (whether common law or statutory, and whether actual, punitive, consequential or incidental), of any conceivable character, arising from the failure

of Motorola to pay its subcontractors or suppliers for services or equipment supplied in connection with this Agreement.

13.2. PATENT AND COPYRIGHT INFRINGEMENT.

13.2.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") infringes a United States patent or copyright ("Infringement Claim"), and will indemnify Customer for those costs and damages finally awarded against Customer for an Infringement Claim. Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the any such Infringement Claim of which it becomes aware; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola reasonable cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim, provided that Customer is not obligated to incur any additional or abnormal expenses in providing such assistance. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

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

13.2.3. 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 Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement.

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

Section 14 LIMITATION OF LIABILITY

Except for personal injury or death, or liability for patent or copyright infringement under Section 13, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the Contract Price. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.** This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision.

Section 15 CONFIDENTIALITY AND PROPRIETARY RIGHTS

15.1. CONFIDENTIAL INFORMATION.

15.1.1. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this agreement. Subject to and in accordance with applicable open records laws, during the term of this agreement and for a period of three (3) years from the expiration or termination of this agreement, Recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), contractors, subcontractors, attorneys, agents or consultants who must be directly involved with the Confidential Information for the purpose of carrying out rights, duties and obligations under, and who are bound by confidentiality terms substantially similar to those in, this agreement; (iii) not copy, reproduce, reverse engineer, de-compile or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this agreement; and (vi) only use the Confidential Information as needed to fulfill this agreement.

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

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

15.2. **PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS.** Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

Section 16 GENERAL

16.1. **TAXES.** The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is

required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

16.2. **ASSIGNABILITY AND SUBCONTRACTING.** Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement. Customer may reject any subcontractor deemed by Customer, in the exercise of its reasonable discretion, to be less qualified than Motorola to perform the services that Motorola desires to subcontract, provided that any subcontractor listed in the Agreement is deemed as qualified unless proven otherwise by substandard performance by the subcontractor under this Agreement.

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

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

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

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

16.7. **ENTIRE AGREEMENT.** This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

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

Motorola Solutions, Inc.
Attn: Law Department

Customer: City of University Park
Attn: Randy Howell

500 W. Monroe Street, 43rd Floor
Chicago, IL 60661

3800 University Blvd, University Park, TX 75205
214.987.5380
rhowell@uptexas.org

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

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

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

16.12. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.4 (Additional Equipment or Software); Section 3.5 (Maintenance Service); Section 3.6 (Motorola Software); Section 3.7 (Non-Motorola Software); if any payment obligations exist, Sections 5.1 and 5.2 (Contract Price and Invoicing and Payment); Subsection 9 (Representation and Warranties); Subsection 9.7 (Disclaimer of Implied Warranties); Section 11 (Disputes); Section 13 (Indemnification); Section 14 (Limitation of Liability); and Section 15 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 16.

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

Motorola Solutions, Inc.

City of University Park, Texas

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Date: _____

Title: _____

Date: _____

Exhibit A

SOFTWARE LICENSE AGREEMENT

This Exhibit A Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and City of University Park, Texas ("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 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, in order to effectuate the implementation of services under the Primary Agreement. 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, perpetual non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights 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 contained in the Open Source Software Licenses of the copyright owner shall govern the use of such Open Source Software, 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 it is aware is attempting to do so 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 (unless the third party has executed a separate software license agreement with Motorola permitting such use) or on any machine except as expressly authorized by this Agreement; (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party it is aware is attempting to do so 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. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, as are applicable and reasonably necessary, and upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations, to verify Licensee's compliance with this Agreement. 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 as stated in the Primary Agreement (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 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 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 made by the Town under this Agreement must be made in the same manner as for making warranty claims 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 materially 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 will be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Dallas County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Dallas County, Texas.

13.5. THIRD PARTY BENEFICIARIES. Except as otherwise provided in the Primary Agreement, 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.

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

13.7 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-1

PRICING SUMMARY

SEE MOTOROLA'S PROPOSAL DATED MAY 16, 2019

Exhibit B-2

PAYMENT SCHEDULE

For System Purchase:

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution and in accordance with the following milestones.

- 10% Upon Execution of Contract
- 5% Upon Completion of Design Review
- 15% Upon Completion of System Staging
- 20% Upon Shipment of Staged Equipment
- 20% Upon Completion of Equipment Installation
- 20% Upon Completion of Acceptance Test Plan/Begin of Beneficial Use
- 10% Upon Final Acceptance

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

For Lifecycle Support Plan (based on initial System design)

Motorola will invoice Customer annually in advance of each year of the plan. Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution in accordance with the following schedule.

Exhibit C

TECHNICAL AND IMPLEMENTATION DOCUMENTS

SEE MOTOROLA'S PROPOSAL DATED MAY 16, 2019

Exhibit D

Service Terms and Conditions

Motorola Solutions, Inc. ("Motorola") and the City of University Park, Texas ("Customer") hereby agree as follows:

Section 1 APPLICABILITY

These Service Terms and Conditions apply after the initial Warranty Period expires when Motorola provides maintenance, support, installation or other services under a Statement of Work contained in Exhibit D of the Communications System Agreement ("CSA") to which these Service Terms and Conditions are attached.

Section 2 DEFINITIONS AND INTERPRETATION

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

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

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

Section 3 TERM

The term of this Agreement begins on the day immediately following the end of initial Warranty Period as defined and described in the CSA.

Section 4 SCOPE OF SERVICES

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

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

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

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

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

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

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

Section 5 EXCLUDED SERVICES

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

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

Section 6 TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a work environment with no known hazards, adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement, subject to applicable confidentiality agreements or obligations. Subject to applicable confidentiality agreements or obligations, Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for Services exclude any charges or expenses associated with helicopter or other unusual access requirements. Customer shall never be obligated to reimburse Motorola for such charges and expenses except upon prior written authorization of Customer.

Section 7 CUSTOMER CONTACT

Each party will provide the other 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 each party's personnel to maintain contact, as needed, with the other.

Section 8 PAYMENT

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer annually in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within thirty (30) days of receipt of an invoice. If Customer is a tax exempt entity, Customer will provide Motorola with proof of exemption in writing within thirty (30) days of Motorola's written request for such proof.

At the end of the first year of the term of this Agreement as described in Section 3, a CPI percentage change calculation shall be performed. If the annual inflation rate increases greater than 3% during the previous year, Motorola shall have the right to increase the current year and all future years' maintenance prices by the consumer price increase ("CPI") increase amount exceeding 3%. The All Urban Consumers – Dallas-Fort Worth, TX CUURA316SAO, all items, not seasonally adjusted with Base Period 1982-1984=100) will be used as the measure of CPI for this price adjustment. The CPI percentage change calculation will take place once the annual average for each new year has been posted by the Bureau of Labor Statistics.

Section 9 WARRANTY

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

Section 10 DEFAULT/TERMINATION

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

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

10.3 Customer may terminate this Agreement (in whole or part) at any time for its convenience by providing Motorola a formal written notice at least thirty days in advance of the effective date of the termination. The notice must explicitly state the effective date of the termination and whether the Agreement termination is in whole or in part, and if in part, which part is being terminated. If Customer exercises this right to terminate for convenience, it will be liable to pay Motorola as described in Section 10.4. If Customer has pre-paid for any services, Motorola will return promptly any payments received for services that have been terminated under this Section.

10.4 Parties agree that the annual fees for the Services are based upon the assumption that this Agreement will be renewed each year for all of the 9 one-year automatic renewals permitted under the CSA; and if the Agreement is terminated before the end of such period for Customer's convenience under Section 10.3, then a termination fee will be assessed equal to the total of (1) the annual multi-year discount set forth in the pricing section applied to the last three (3) years of service payments and (2) if a major upgrade has been delivered in the first year of the two year SUA II cycle, then the price of the SUA II for the second year of the terminated cycle ("Termination Fee"). The Termination Fee will be payable upon early termination and is not a penalty, but rather is a charge to compensate Motorola for Customer's failure to exercise all the automatic renewals on which the maintenance pricing was based.

Section 11 LIMITATION OF LIABILITY

Except for personal injury or death, and in regard to its indemnification obligations under Sections 18, 19, and 20 of these Service Terms and Conditions, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the post-warranty services and upgrades purchased herein. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.** No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than four (4) years after the accrual of the cause of action. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12 EXCLUSIVE TERMS AND CONDITIONS

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

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

Section 13 PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

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

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

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

13.4. Notwithstanding any other provision of this Agreement, the Parties understand that Customer is required to comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) ("TPIA" or the "Act") when responding to information requests made under the Act. Pursuant to the requirements of TPIA, if Customer receives a request for information which Motorola has marked or identified as being confidential, trade secret, commercial, financial or proprietary information, Customer will respond to the request in accordance with the procedures set forth in Section 552.305 of the Act. Specifically, Customer will notify Motorola of its receipt of the request and request and attorney general opinion identifying the exception(s) to disclosure believed to apply. The Parties acknowledge that TPIA requires a brief to be submitted to the attorney general explaining the claimed exceptions apply to the information in issue. Customer shall not be obligated to submit the brief supporting the claimed exceptions. Motorola shall be solely responsible for submitting the brief and the documents in issue to the attorney general. Should the attorney general render a decision indicating that all or part of the information must be disclosed, Customer shall be permitted to disclose the information unless Motorola successfully contests the attorney general decision in accordance with the requirements of TPIA. Nothing in the Agreement shall require Customer to institute or participate in any litigation relating to an open records request for information that Motorola considers to be confidential.

Section 14 FCC LICENSES AND OTHER AUTHORIZATIONS

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

Section 15 COVENANT NOT TO EMPLOY

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

Section 16 MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Motorola may leave such property on the premises of Customer for the convenience of Motorola, without charge, and the property may be removed from Customer's premises by Motorola at any time during normal business hours without restriction; provided, however, that Customer shall have no duty to safeguard such property and shall not be liable for any loss or damage to the property.

Section 17 GENERAL TERMS

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

17.2. This Agreement and the rights and duties of the parties will be governed and interpreted by the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Dallas County, Texas, such that exclusive venue for any action arising out of this Agreement shall be in Dallas County, Texas.

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

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

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

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer, provided that the assignment is to an entity at least as financially sound and capable of performing as Motorola Solutions, Inc., and that any assignment shall not relieve Motorola Solutions, Inc. of any obligation under this Agreement.

17.7. THIS AGREEMENT MAY BE RENEWED FOR AN ADDITIONAL ONE (1) YEAR TERM FOR EACH OF THE SUCCEEDING TEN (10) YEARS ON THE ANNIVERSARY DATE UNLESS ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services as permitted in Section 8, if applicable.

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

17.9 Notices. Any notice required or desired to be given from one party to the other party to this Agreement shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and

addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

Customer: City of University Park
Attn: Randy Howell
3800 University Blvd
University Park, TX 75205

MOTOROLA:
Attn: Law Department
500 W. Monroe Street, 43rd Floor
Chicago, IL 60661

17.10 Non-Collusion. Motorola represents that it has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work to be provided to the Customer under this Agreement. Motorola further agrees that it shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the Customer under this Agreement) for any of the services performed by Motorola under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to Motorola, Motorola shall immediately report that fact to the Customer and, at the sole option of the Customer, the Customer may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to Motorola under this Agreement.

17.11 Paragraph Headings; Construction. The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the negotiation and preparation of this Agreement and this Agreement shall not be construed either more or less strongly against or for either party.

17.12 Binding Effect. Except as limited herein, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal and legal representatives, successors and assigns.

17.13 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

17.14 Exhibits/Attachments. All exhibits and attachments to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

17.15 Entire Agreement. It is understood and agreed that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally and no written modification of this Agreement shall be effective unless executed by both parties.

17.16 Relationship of Parties; Third-Party Beneficiaries. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.

17.17 Disclosure of Business Relationships/Affiliations; Conflict of Interest Questionnaire. Motorola represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code.

17.18 **Dispute Resolution.** In accordance with the provisions of Subchapter I, Chapter 271, TEX. LOCAL GOV=T CODE, the parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this agreement, the parties will first attempt to resolve the dispute by taking the following steps: (1) A written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied party to the other party (the "Notice of Dispute"), which notice shall request a written response to be delivered to the dissatisfied party not less than 5 days after receipt of the notice of dispute. (2) If the response does not reasonably resolve the dispute, in the opinion of the dissatisfied party, the dissatisfied party shall give notice to that effect to the other party whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the dispute. (3) If those persons cannot or do not resolve the dispute, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the dispute. Notwithstanding any other provision of this section, if the dispute has not been resolved within sixty (60) days of delivery of the Notice of Dispute, either party may avail itself of its remedies at law or in equity, including instituting a lawsuit in a court of competent jurisdiction and in accordance with Section 17.2.

18. INDEMNIFICATION

Motorola agrees to indemnify and hold harmless Customer, and all of its present, future and former employees, officials and representatives in their official, individual and representative capacities from and against any and all claims, demands, causes of action judgments, liens and expenses (including attorney's fees, whether contractual or statutory), costs and direct damages due to or arising from injuries to persons (including death) or to property (both real and personal) to the extent resulting from the negligence of Motorola, its officers, employees and subcontractors in connection with or incidental to this Agreement. For purposes of this section, direct damages shall include any consequential, indirect or punitive damage award against Customer in favor of a third party to the extent arising from the negligence of Motorola, its employees, agents or subcontractors in connection with or incidental to this Agreement.

19. PAYMENT OF SUPPLIERS AND SUBCONTRACTORS/INDEMNIFICATION

Motorola agrees that it shall be responsible for the payment of, and will pay, all subcontractors and suppliers it uses in connection with this Agreement. Motorola further agrees that, in addition to the indemnification provided under Section 18 of this Agreement, that it shall indemnify and hold harmless the Customer, and all of its present, future and former employees, officials and representatives in their official, individual and representative capacities from and against any and all claims, demands, causes of action, judgments, liens and expenses (including attorney's fees, whether contractual or statutory), costs and direct damages arising from the failure of Motorola to pay its subcontractors or suppliers for services or equipment supplied in connection with this agreement. For purposes of this section, direct damages shall include any consequential, indirect or punitive damage award against Customer in favor of a third party arising from or incidental to the failure of Motorola to pay its subcontractors or suppliers for services or equipment supplied in connection with this Agreement.

20. PATENT AND COPYRIGHT INFRINGEMENT.

20.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") infringes a United States patent or copyright ("Infringement Claim"), and will indemnify Customer for those costs and damages finally awarded against Customer for an Infringement Claim. Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the any such Infringement Claim of which it becomes aware; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola reasonable cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim, provided that Customer is not obligated to incur any additional or abnormal expenses in providing such assistance. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay

all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

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

20.3. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement.

20.4. This Section 20 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim.

Exhibit E

System Upgrade Agreement 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.
- 1.2 The Customer will have, at its option, the choice of upgrading in either Year 1 or Year 2 of the coverage period. To be eligible for the ASTRO 25 SUA II, the ASTRO 25 system must be at system release 7.7 or later.
- 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 certified system upgrade path from the list of System Release Upgrade Paths available to the Customer as per the system release upgrade chart referenced and incorporated in Appendix A. Should the Customer elect an upgrade path other than one listed in Appendix A, the Customer agrees that additional costs may be incurred to complete the implementation of the certified 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:
 - 1.6.1 Servers
 - 1.6.2 Workstations
 - 1.6.3 Firewalls
 - 1.6.4 Routers
 - 1.6.5 LAN switches
 - 1.6.6 MCC 7XXX Dispatch Consoles
 - 1.6.7 GTR8000 Base Stations
 - 1.6.8 GCP8000 Site Controllers
 - 1.6.9 GCM8000 Comparators
 - 1.6.10 Motorola Solutions Logging Interface Equipment
 - 1.6.11 PBX switches for Telephone Interconnect
 - 1.6.12 NICE and Verint Logging Solutions (if purchased)

- 1.7 Product programming software such as Radio Service Software (“RSS”), Configuration Service Software (“CSS”), and Customer Programming Software (“CPS”) are also covered under this SUA II.
- 1.8 ASTRO 25 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.
- 1.9 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.
- 1.10 The following hardware components, if originally provided by Motorola, are eligible for full product replacement when necessary per the system release upgrade :
 - 1.10.1 Servers
 - 1.10.2 Workstations
 - 1.10.3 Routers
 - 1.10.4 LAN Switches
- 1.11 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:
 - 1.11.1 GTR 8000 Base Stations
 - 1.11.2 GCP 8000 Site Controllers
 - 1.11.3 GCM 8000 Comparators
 - 1.11.4 MCC 7XXX Dispatch Consoles
- 1.12 The ASTRO 25 SUA II does not cover all products. Refer to section 3.0 for exclusions and limitations.
- 1.13 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 certified 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 certified system upgrade are not included.
- 1.14 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:
 - 1.14.1 Review infrastructure system audit data as needed.
 - 1.14.2 Identify additional system equipment needed to implement a system release, if applicable.
 - 1.14.3 Complete a proposal defining the system release, equipment requirements,

- installation plan, and impact to system users.
- 1.14.4 Advise Customer of probable impact to system users during the actual field upgrade implementation.
- 1.14.5 Program management support required to perform the certified system upgrade.
- 1.14.6 Field installation labor required to perform the certified system upgrade.
- 1.14.7 Upgrade operations engineering labor required to perform the certified system upgrade.
- 1.15 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.
- 1.16 The ASTRO 25 SUA II applies only to system release upgrades within the ASTRO 25 7.x platform.
- 1.17 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 certified system upgrade.
 - 2.1.1.7 Assign field installation labor required to perform the certified system upgrade.
 - 2.1.1.8 Assign upgrade operations engineering labor required to perform the certified system upgrade.
 - 2.1.1.9 Deliver release impact and change management training to the primary zone core owners, 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. This training will not be provided separately for user agencies who reside on a zone core owned by another entity. Unless specifically stated in this document, Motorola will provide this training only once per system.
 - 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 C. 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 Purchase any additional software and hardware necessary to implement optional system release features or system expansions.
 - 2.1.2.6 Provide or purchase labor to implement optional system release features or system expansions.
 - 2.1.2.7 Participate in release impact training at least 12 weeks prior to the scheduled upgrade. This applies only to primary zone core owners. It is the zone core owner's responsibility to contact and include any user agencies that need to be trained or to act as a training agency for those users not included.
- 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 certified system upgrade deliverables are complete as contractually required.

- 2.4.1.2 Deliver post upgrade implementation training to the customer as needed, up to once per system.
- 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. This applies only to primary zone core owners. It is the zone core owner's responsibility to contact and include any user agencies that need to be trained or to act as a training agency for those users not included.
 - 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
- 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.
- 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.
- 4.6 The SUA II annualized price is based on the fulfillment of the two year term. If Customer terminates, except if Motorola is the defaulting party, Customer will be required to pay for the balance of payments owed if a system release upgrade has been taken prior to the point of termination.

Appendix A – ASTRO 25 System Release Upgrade Paths

ASTRO System Release	Certified Upgrade Paths	
Pre-7.14	Upgrade to Current Shipping Release	
7.14	N/A	7.16 ⁺
7.15	7.16 ⁺	7.17.X [*]
7.16	N/A	7.18
7.17.X [*]	N/A	A.2019.1 (Planned)

⁺ Available upgrade path, but not recommended due to the Software Support Policy

^{*} Includes planned incremental releases

- 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	0
Zones in Operation (Including DSR and Dark Master Sites)	0
Zone Features: IV&D, TDMA, Telephone Interconnect, CNI, HPD, CSMS, IA, POP25, Text Messaging, Outdoor Location, ISSI 8000, InfoVista, KMF/OTAR	1
RF System	
Voice RF Sites & RF Simulcast Sites (including Prime Sites)	3
Repeaters/Stations (FDMA)	0
Repeaters/Stations (TDMA)	18
HPD RF Sites	0
HPD Stations	0
Dispatch Console System	
Dispatch Sites	3
Gold Elite Operator Positions	0
MCC 7500 Operator Positions (GPIOM)	0
MCC 7500 Operator Positions (VPM)	9
Conventional Channel Gateways (CCGW)	3
Conventional Site Controllers (GCP 8000 Controller)	3
Logging System	
Number of AIS Servers	2
Number of Voice Logging Recorder	1
Number of Logging Replay Clients	0
Network Management and MOSCAD NFM	
Network Management Clients	2
MOSCAD NFM Systems	0
MOSCAD NFM RTUs	6
MOSCAD NFM Clients	0
Fire Station Alerting (FSA)	
FSA Systems	0
FSA RTUs	0
FSA Clients	0
Fire Station Alerting (FSA)	
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	0
Workstations - Mid Performance	11
Servers - High Performance	0
Servers - Mid Performance	0
LAN Switch - High Performance	0
LAN Switch - Mid Performance	15
Routers	15

Appendix C – 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:
 - o Port availability must meet or exceed 99.9% (three nines)
 - o 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
 - o Packet loss shall be no greater than 0.3%
 - o Network jitter shall be no greater than 2 ms

Exhibit F
System Acceptance Certificate

Customer Name: _____

Project Name: _____

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

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

Customer Representative:

Motorola Representative:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

FINAL PROJECT ACCEPTANCE:

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

Customer Representative:

Motorola Representative:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____
Date: _____

Title: _____
Date: _____

Exhibit G

Motorola/H-GAC Contract dated May 1, 2018

Proposed System Pricing

	Total
Core	\$ -
ASTRO System, Site and Network Management Licenses*	\$ 319,494
Intelligent Middleware - Licenses Added to GMRS hardware	\$ 63,365
Key Variable Loader/OTEK	\$ 39,943
WAVE - 20 Mobile User and 5 TG licenses - Licenses Added to GMRS hardware	\$ 37,543
Dispatch HP	\$ -
NM Client	\$ 4,302
Console Equipment	\$ 343,848
AIS	\$ 34,873
Spares	\$ 29,386
Control Station Combiner	\$ 6,476
Site Work - Architectural and Engineering Services	\$ 19,087
Dispatch UP	\$ -
NM Client	\$ 4,302
Console Equipment	\$ 286,693
Spares	\$ 29,386
Control Station Combiner	\$ 6,476
AIS+logging recorder	\$ 133,672
Site Work - Architectural and Engineering Services	\$ 19,087
Dispatch UP Peek	\$ -
Console Equipment	\$ 202,045
Control Station Combiner	\$ 5,359
AIS+logging recorder	\$ -
Site Work - Architectural and Engineering Services	\$ 19,087
Simulcast Site HP Holland	
RF Site Equipment	\$ 348,376
Antenna System	\$ 56,308
12x10 Shelter with Outdoor Generator	\$ 392,557
Parking lot structure removal at Holland water tank	\$ 24,590
Upgrade proposed 12x10 shelter to 12x16 (per site)	
Simulcast Site UP Fondren	
RF Site Equipment	\$ 348,376
Antenna System	\$ 56,308
12x10 Shelter with Outdoor Generator	\$ 372,364
Upgrade proposed 12x10 shelter to 12x16 (per site)	\$ -
Simulcast Site UP NW Highway	
RF Site Equipment	\$ 348,376
Antenna System	\$ 56,308
12x10 Shelter with Outdoor Generator	\$ 372,364
Upgrade proposed 12x10 shelter to 12x16 (per site)	\$ -
Simulcast Prime Site	
Simulcast Prime Site	\$ 394,385
Simulcast Prime Site (Geo-Red)	
Simulcast Prime Site (Geo-Red)	\$ 282,992
Microwave	
Spares	\$ 20,846

Average Per Link #1	\$ 185,973
Average Per Link #2	\$ 185,973
Average Per Link #3	\$ 185,973
Average Per Link #4	\$ 185,973
Average Per Link #5	\$ 185,973
Average Per Link #6	\$ 185,973
Average Per Link #7	\$ 185,973
Radio Management	
Radio Management - Licenses Added to GMRS hardware for all proposed quantity of subscriber units	\$ 22,000
Simulcast System Spares	\$ -
Prime Site	\$ 4,660
RF Site	\$ 13,216
Fire Station Alerting radios	\$ -
Fire Station Alerting radios	\$ 31,203
Subscriber	\$ -
Subscribers/Consolettes UP	\$ 1,167,731
Subscribers/Consolettes HP	\$ 815,482
In Building CATP costs	\$ 111,041
Tower remediation	\$ 214,285
System Integration Services	\$ 1,647,826
Freight	\$ 81,095
Payment and Performance Bond	\$ 37,446
Year 2 of Maintenance	\$ 349,308
Extended Warranty- 3-5 Year Maintenance	\$ 1,203,829
Sub Total	\$ 11,679,508
<i>GMRS Contract Subscriber Discount</i>	<i>\$ (536,034)</i>
<i>System Incentive on Subscribers</i>	<i>\$ (390,738)</i>
<i>System Incentive on Infrastructure and Services</i>	<i>\$ (1,422,505)</i>

<i>Additional Incentive-Ten Year Lifecycle Services as proposed included base system contract</i>	<i>\$ (100,000)</i>
System Total	\$ 9,230,230
Additional BAFO Incentives- Signed contract(s) and PO's issued by June 25,2019 Upgrade Microwave to 155 Mbps from 50 Mbps (valued at approx \$16,200) 3 Year Warranty Coverage for all accessories (valued at approx \$25,000) Compliance with 60 day burn in period (valued at approx \$28,000) Include motion detectors with floodlights at shelters (valued at approx \$15,000)	Included at no additional charge
<i>One-Time Incentive for Ten Year Lifecycle Contract & PO's issued by June 25,2019</i>	<i>\$ (275,000)</i>
<i>Shelter Upgrade Incentive</i>	<i>\$ (27,033)</i>
<i>2 Year Standard Warranty Incentive w/ Ten year Lifecycle Agreement</i>	<i>\$ (349,308)</i>
<i>5 Year Standard Warranty Incentive w/ Ten year Lifecycle Agreement</i>	<i>\$ (220,000)</i>
System Total- 5 Year Warranty after all Incentives	\$ 8,358,889

Note: Optional items listed below are not included in the base project.

OPTIONAL ITEMS

	Discounted Total
Conventional Subsystem	\$ 214,566
Add Dynamic Dual Mode to all remaining channels on the system	\$ 86,400
Compasscom GPS mapping application-No Longer Available*	N/A
Separate KMF server configuration	\$ 78,843
IMW Hardware	\$ 32,990
Upgrade proposed outdoor generator to enclosed generator (per site)	\$ 26,698
Add (1) WAVE mobile communicator license	\$ 319
Add (1) WAVE talkgroup license	\$ 3,235
Radio Management single server/client hardware	\$ 30,576
Add (1) Radio Management subscriber license	\$ 80
BDA for holding cell	\$ 92,310

* **ASTRO System, Site and Network Management Licenses included are listed below:**

License	Qty
ENH: TRUNKED ENHANCED DATA	1
ADD: ASTRO 25 FDMA SITE LICENSE	3
ADD: P25 PHASE 2 TDMA TRKNG OP SITE LIC	3
ADD: PHASE 2 DYNAMIC TG ASGNMT SITE LIC	3
ADD: MCC7500 CONSOLE LICENSES (QTY 5)	3
ADD: P25 PHASE 2 TDMA SW BASE RADIO LIC	15
ADD: PHASE 2 DYNAMIC CH BASE RADIO LIC	6
ADD:500 RADIO USER LICENSES	1
ENH: 500 ENHANCED TRUNKED DATA USER LICENSES	1
ADD: 500 RADIO ALIAS UPDATE LICENSES	1
ADD: 50 TALK GROUP TEXT LICENSES	1
ADD: MCC7500/MCC7100 CONSOLE GROUP TEXT LICENSES	9
ADD: PROVISIONING MANAGER	1
ADD: UNIFIED EVENT MANAGER (UEM)	1
ADD: EMAIL ALARM NOTIFICATIONS	1
ADD: ZONEWATCH GRID & CTRL	1
ADD: RADIO CONTROL MANAGER	1
ADD: ANTI-MALWARE DEF UPDATE LIC	11
MCAFFEE WINDOWS AV CLIENT	10
ADD : LOCATION ON PTT 500 USER LICENSE	1
ADD: ENHANCED DATA-P25 TRNK SITE	3
ADD: CLASSIC DATA-P25 TRNK SITE	3

June 2019- 5 Year Warranty- Base System Pricing - University Park

	UP Total
Subscribers	\$ 1,167,731
FNE- Fixed Network Equipment	\$ 3,480,816
Consoles	\$ 706,107
Year 2 Maintenance- Standard Warranty of 2 years	\$ -
Years 3-5 Maintenance add to FNE (No SUA)	\$ 632,499
Payment and Performance Bond	\$ 19,722
Added Incentive for Standard Warranty of 5 years (June 2019 Contract only)	\$ (110,000)
Subscriber Incentives	\$ (545,690)
System Incentives	\$ (948,760)
Project Total	\$ 4,402,425
Maintenance & Lifecycle- 10 year plan	\$ 1,756,087
Contract Total	\$ 6,158,512

10 Year Lifecycle Support Plan Pricing

	UP	
	Maintenance	SUAII
Year 1	Included	Included
Year 2	Included	\$ 56,945
Year 3	Included	\$ 57,515
Year 4	Included	\$ 58,090
Year 5	Included	\$ 58,671
Year 6	\$ 228,328	\$ 59,257
Year 7	\$ 236,161	\$ 59,850
Year 8	\$ 244,229	\$ 60,448
Year 9	\$ 252,540	\$ 61,053
Year 10	\$ 260,116	\$ 62,884
Sub Totals	\$ 1,221,375	\$ 534,713
10 YR Total	\$1,756,087	