NOTICE OF AWARD OF CONTRACT

TO: MOTOROLA INC.
1303 E. ALGONQUIN ROAD
SCHAMBURG IL 60196

DATE ISSUED: JUNE 1, 2011
CURRENT REFERENCE NO: 269-11
CONTRACT TITLE: OEM/MOTOROLA RADIO MAINTENANCE
PRIOR REFERENCE NO: 234-10

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

Your firm is awarded the above referenced contract. The contract term covered by this Notice of Award is effective JULY 1, 2011 expires on JUNE 30, 2012.

This is the SECOND year award notice of a FIVE year contract.

The contract documents consist of the terms and conditions of Agreement No. 234-10, including any exhibits, attachments or amendments thereto.

CONTRACT PRICING:

REFER TO AGREEMENT NO. 234-10

ATTACHMENTS:

AGREEMENT NO. 234-10

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: LEANNE KOLMAN
VENDOR PAYMENT TERMS: NET 30 DAYS
TAX IDENTIFICATION NUMBER (EIN/SSN):
EMAIL ADDRESS: CAVS15MOTOROLA.COM

VENDOR TEL. NO.: 410-544-4347
VENDOR FAX. NO.: 410-712-6489

COUNTY CONTACT: LISA THOMPSON
COUNTY TEL. NO.: 703-228-4009

CONTRACT AUTHORIZATION

PAMELA HAYES
ASSISTANT PURCHASING AGENT

DATE

DISTRIBUTION

VENDOR: 1
BID FOLDER: 1
THIS AGREEMENT ("Agreement") is made, on the date of execution by the County, between Motorola, Inc. ("Contractor"), 1303 East Algonquin Road, Schaumburg, IL, 60196, a Delaware corporation authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Exhibit A (Service Agreement), Exhibit B (Annual Pricing and Hourly Rates), Exhibit C (Statement of Work, Technical Support Service), Exhibit D (Statement of Work, Network Monitoring, OnSite Infrastructure Response and Dispatch Service), Exhibit E (Statement of Work, Network Preventive Maintenance), Exhibit F (Statement of Work, ASTRO @ 25 Network & Security Monitoring), Exhibit G (Statement of Work, 2009 Pre-Tested Software Subscription (FTSS)), Exhibit H, (Statement of Work, NICE Gold Maintenance), and Exhibit I (Products Included in the Motorola Service Agreement).

Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement shall prevail over the other Contract Documents.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to this agreement which is not contained in the Contract Documents, and that all terms and conditions with respect to this Agreement are expressly contained herein. The Contract Documents shall constitute the Contract.

2. DEFINITIONS

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

"Services" means those installation, maintenance, support, training, and other services described in the Contract Documents.

3. SCOPE OF WORK

The Contractor agrees to perform the services described in the Contract Documents (alternatively, the "Work"). The Work includes, but is not limited to, providing all required labor, parts, materials, tools and equipment, except those otherwise herein noted, for the service, repair and maintenance of the radio communications equipment. The primary purpose of the Work is to create and provide maintenance of the County's Motorola 7.5 Digital P25 (Project 25), 18-channel, simulcast radio system. The radio system has six (6) radio sites connected via microwave. All Motorola radio, microwave, console equipment and the NICE Recording system are covered by this Contract. This radio system serves the County's public safety community (the Arlington County Police Department, the Arlington County Fire/EMS Department, and the
Arlington County Sheriff’s Office), as well as the Department of Parks, Recreation and Cultural Resources, and the Department of Environmental Services and its Water/Sewer/Streets Division and Water Pollution Control Plant.

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

The Contract Documents set forth the minimum work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor’s responsibility, at the Contractor’s sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the Work. Nothing in the Contract Documents shall be construed to limit the Contractor’s responsibility to manage the details and execution of its Work.

Motorola will provide the Services described in the Contract Documents. At the County’s request, Motorola may also provide additional services at Motorola’s then-applicable rates for the services.

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

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

All Equipment must be in good working order on the start date or when additional equipment is encompassed by the Contract Documents. Upon reasonable request by Motorola, the County will provide a complete serial and model number list of the Equipment. The County must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. The County’s obligation to pay service fees for lost, damaged, stolen or disused equipment will terminate at the end of the month in which Motorola receives the written notice from the County regarding that equipment.

If certain equipment cannot, in Motorola’s reasonable opinion, be properly or economically serviced for any reason, Motorola may, only after obtaining the County’s concurrence, modify the scope of Services related to that equipment; remove that equipment from being subject to the terms of the Contract Documents; or increase the price to Service that equipment.

The County must promptly notify Motorola of any Equipment failure. Motorola will respond to the County’s notification in a manner consistent with the level of Service purchased as indicated in the Contract Documents.

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

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

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

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

6. CONTRACT TERM
Work under this Agreement will commence upon execution by the County, and shall be completed no later than June 30, 2015, subject to any modifications as provided for in the Contract Documents. Notwithstanding anything herein to the contrary, the Contract Amount shall be in an amount not to exceed the funds appropriated for the Contract by the County Board of Arlington County, Virginia.

7. CONTRACT AMOUNT
The County will pay the Contractor in accordance with the terms of the Payment Terms paragraph and Exhibit B for the Contractor's completion of the Work described and required in the Contract Documents, subject to the terms and conditions in those documents. The Contractor agrees that it shall complete the Work for the total Contract Amount specified in this section and Exhibit B ("Contract Amount") unless such amount is modified as provided in this Agreement. The Contract Amount includes all of the Contractor's costs and fees (including profit).

8. PRICE ADJUSTMENT FOR TECHNICAL HOURLY RATES
The technical hourly rates shall remain firm for the first twelve (12) months of the Contract Term. Annually, the technical hourly rates may be negotiated by the County and the Contractor but shall not exceed the percentage of change in the U.S. Department of Labor, Consumer Price Index, All Items, Unadjusted, Urban Areas (CPI-U) for the twelve (12) month period ending in MARCH of each Contract Year, not to exceed five percent (5%).
9. PAYMENT TERMS
Payment terms will be recorded by the County as Net thirty (30) days. The
County will pay the Contractor within thirty (30) days after the date of
receipt of a correct (as determined by the Project Officer) invoice approved
by the Project Officer describing completed work which is reasonable and
allocable to the Contract, or the date of receipt of the entire order, or the
date of acceptance of the work which meets the Contract requirements,
whichever is later. Payments will be made by the County for goods or
services furnished, delivered, inspected, and accepted upon receipt of
invoices submitted on the date of shipment or delivery of service, subject to
applicable payment terms. The number of the Purchase Order by which
authority shipments have been made or services performed shall appear on all
invoices. Invoices shall be submitted in duplicate on a quarterly basis.

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

a. Pay the subcontractor for the proportionate share of the total
   payment received from the County attributable to the work
   performed by the subcontractor under this Contract; or

b. Notify the County and the subcontractor, in writing, of the
   Contractor’s intention to withhold all or a part of the
   subcontractor’s payment with the reason for nonpayment.

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

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

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

11. ADDITIONAL GOODS OR SERVICES
The Contractor shall not be compensated for any goods or services provided
except those included in Exhibits A, C, D, E, F, G, H and I and paid for by
the Contract Amount unless those goods or services are covered by a written
Amendment to this Agreement signed by the County and the Contractor, and a
County Purchase Order is issued covering the expected cost of such services.

Additional services agreed upon by the parties will be billed at the rates
set forth in Exhibit B unless otherwise agreed.
12. REIMBURSABLE EXPENSES
No reimbursable expenses are allowed under this Agreement. The contract pricing in Exhibit B includes all costs of providing the services described in this Agreement to the County.

13. ARLINGTON COUNTY BUSINESS LICENSES
The Contractor must comply with the provisions of Chapter 11 (Licenses) of the Arlington County Code.

14. NON-DISCRIMINATION NOTICE
Arlington County does not discriminate against faith-based organizations.

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

16. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED
During the performance of this Contract, the Contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an Equal Opportunity Employer.

C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly- and privately-provided services and activities.

E. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over $10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

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

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

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

18. INDEMNIFICATION
The Contractor covenants to save, defend, hold harmless and indemnify the County, and all of its elected and appointed officials, officers, employees, agents, departments, agencies, boards and commissions (collectively the "County" for purposes of this section) from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's reckless, negligent, or grossly negligent acts or omissions in performance or nonperformance of its work called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract.

19. COUNTY PURCHASE ORDER REQUIREMENT
County purchases are authorized only if a County Purchase Order is issued in advance of the transaction, indicating that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the order agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. Contractors providing goods or services without a signed County Purchase Order do so at their own risk. Please direct questions regarding this requirement to the Office of the Purchasing Agent at 703-228-3410.

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

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

22. FORCE MAJEURE
The Contractor shall not be held responsible for failure to perform the
duties and responsibilities imposed by this Contract if such failure is due
to strikes, fires, riots, rebellions, or other force majeure beyond the
control of the Contractor that make performance impossible or illegal, unless
otherwise specified in the Contract.

The County shall not be held responsible for failure to perform the duties
and responsibilities imposed by this Contract if such failure is due to
strikes, fires, riots, rebellions, or other force majeure beyond the control
of the County that make performance impossible or illegal, unless otherwise
specified in the Contract.

23. ASSIGNMENT
Except as provided herein, neither Party may assign this Agreement or any of
its rights or obligations hereunder without the prior written consent of the
other Party, which consent will not be unreasonably withheld. Any attempted
assignment, delegation, or transfer without the necessary consent will be
void. In addition, in the event Contractor separates one or more of its
businesses (each a “Separated Business”), whether by way of a sale,
establishment of a joint venture, spin-off or otherwise (each a “Separation
Event”), Contractor may, without the prior written consent of the other Party
and at no additional cost to Contractor, assign this Agreement such that it
will continue to benefit the Separated Business and its affiliates (and
Contractor and its affiliates, to the extent applicable) following the
Separation Event. Following the Separation Event and the County so requests,
the County and the Separated Business will execute an amendment for purposes
of indentifying the Separated Business. Contractor may not subcontract any
of the work without the County’s approval, but subcontracting will not
relieve Contractor of its duties under this Agreement. An assignment does
not release the contractor from responsibility for the performance of this
contract.

24. APPLICABLE LAW
This Contract and the work performed hereunder shall be governed in all
respects by the laws of the Commonwealth of Virginia, and the venue for any

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litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing the Work under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations. Neither party waives the right to appeal.

25. AUTHORITY TO TRANSACT BUSINESS
The Contractor shall remain authorized to transact business in the Commonwealth of Virginia during the Contract Term.

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

27. ANTITRUST
By entering into this Contract, the Contractor conveys, sells, assigns and transfers to the County all rights, title, and interest in and to all causes of action the Contractor may now have or hereafter acquire under the antitrust laws of the United States or the Commonwealth of Virginia, relating to the goods or services purchased or acquired by the County under said Contract.

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

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

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

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

32. CONFIDENTIALITY AND RETURN OF RECORDS

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

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

No termination of this Contract shall have the effect of rescinding, terminating or otherwise invalidating this section.

Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to the County under this Contract will remain Motorola’s property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. The County may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by the County to Motorola will be deemed secret or confidential.

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

33. 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, the County’s sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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

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

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

37. SAFETY
The Contractor shall comply with, and ensure that the Contractor’s personnel and subcontracted personnel comply with, all current applicable local, state and federal policies, regulations and standards relating to safety and health, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health program of the Department of Labor and Industry for General Industry and for the Construction Industry, the federal Environmental Protection Agency Standards, and the applicable standards of the Virginia Department of Environmental Quality.

The Contractor shall provide, or cause to be provided, all technical expertise, qualified personnel, equipment, tools and material to safely accomplish the Work specified to be performed by the Contractor and subcontractor(s).

The Contractor shall identify to the County Project Officer at least one on-site person who is the Contractor’s competent, qualified, and authorized person on the worksite and who is, by training or experience, familiar with policies, regulations and standards applicable to the work being performed. The competent, qualified and authorized person must be capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous or dangerous to employees, shall be capable
of ensuring that applicable safety regulations are complied with, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Contractor’s personnel from the work site.

The Contractor shall provide to the County, at the County’s request, a copy of the Contractor’s written safety policies and safety procedures applicable to the scope of work. Failure to provide this information within seven (7) days of the County’s request may result in cancellation of the Agreement.

38. LIMITATION OF LIABILITY
Except for personal injury or death, Motorola’s total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. Although the Parties acknowledge the possibility of such losses or damages, they agree that Motorola will not be liable for any commercial loss; inconvenience; loss of use, time, data, good will, revenues, profits or savings; or other special, incidental, indirect, or consequential damages in any way related to or arising from this Agreement or the performance of services by Motorola pursuant to this Agreement.

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

40. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE
The Contract shall remain in force for the Contract Term or until the County has accepted and paid for the Work, and thereafter until the Contractor has met all requirements and conditions relating to the Work under the Contract Documents, including warranty and guarantee periods. However, the County shall have the right to terminate this Contract sooner if the Contractor is in breach or default, as determined by the County in its discretion.

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

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

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

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

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

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

The Contractor shall provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage below prior to the start of any Work under this Contract. The Contractor agrees to maintain such insurance until the completion of this Contract. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia and acceptable to the County. The minimum insurance coverage shall be:

- **Workers Compensation** - Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers liability with limits of $100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.

- **Commercial General Liability** - $1,000,000 combined single (bodily injury and property damage) limit coverage with $2,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, Independent Contractors, and Products Liability. The general aggregate limit shall apply to this Contract. Evidence of Contractual Liability coverage shall be typed on the certificate.

- **Additional Insured** - Arlington County, its officers, elected and appointed officials, and employees shall be included as an additional insured in the Contractor's Commercial General Liability policy; evidence of the Additional Insured shall be typed on the certificate.

- **Cancellation** - All insurance policies required hereunder shall include the following similar provision: "It is agreed that this policy is not subject to cancellation, non-renewal, material change, or material reduction in coverage until thirty (30) days prior written notice has been given to the Purchasing Agent, Arlington County, Virginia."

- **Contract Identification** - The insurance certificate shall state this Contract’s number and title.

- **Business Automobile Liability** - $500,000 Combined Single Limit (Owned, hired).

The Contractor assumes risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and damage or injury to any person or property wherever located, resulting from action, omission, commission or operation under the Contract, or in connection with the contracted Work.

No acceptance or approval of any insurance by the County shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon the Contractor by the provisions of the Contract Documents.

The Contractor shall be responsible for the Work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the Work. The Contractor shall ultimately be responsible for the Work.
Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self insurance for all or any part of the insurance required, provided that the alternative coverages are submitted to and acceptable to the County.

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

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

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

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

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

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

50. **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. The County will safeguard all such property while it is in the County's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by the County for Motorola's use without charge and may be removed from the County's premises by Motorola at any time without restriction.
**51. GENERAL TERMS**

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

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

WITNESS these signatures:

**THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**

AUTHORIZED SIGNATURE: ____________________________

NAME AND TITLE: Richard D. Warren, Jr. PURCHASING AGENT

DATE: __7/1/10__

**MOTOROLA, INC.**

AUTHORIZED SIGNATURE: ____________________________

TIN: ____________________________

NAME AND TITLE: Tony Marshall VP Motorola Sales & Services

DATE: __6/30/10__
# SERVICE AGREEMENT

**Agreement Order #:** 500001094232  
**Supersedes Agreement #:** 3903062650800  
**Date:** 5/10/2010

**Required P.O.:** Yes  
**Customer #:** 1935096964  
**Bill to Tag #:** 0001  
**Contract Start Date:** 07/01/2010  
**Contract End Date:** 06/30/2011  
**Anniversary Date:**  
**Payment Cycle:** Quarterly  
**Tax Exempt:** Yes  
**PO #:**

## Quantity, Model/Option, Description, and Pricing

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<tr>
<th>Qty</th>
<th>Model/Option</th>
<th>Description</th>
<th>Monthly Ext</th>
<th>Extended</th>
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<td>SVC224AA</td>
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<td>16</td>
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<td>ENH: OnSite Infrastructure Response - Stations</td>
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<td>SVC220AC</td>
<td>ENH: OnSite Infrastructure Response - Operator Positions</td>
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<td>T5767</td>
<td>ENH: Smartzone Software Subscription</td>
<td>$ (5,892.00)</td>
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## Special Instructions

- Attach statement of work for performance instructions

## Subtotal - Recurring Services

<table>
<thead>
<tr>
<th>Subtotal - Recurring Services</th>
<th>$ 78,191.16</th>
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## Subtotal - One-Time CVGNT Services

<table>
<thead>
<tr>
<th>Subtotal - One-Time CVGNT Services</th>
<th>$ 938,293.92</th>
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## Total

<table>
<thead>
<tr>
<th>Total</th>
<th>$ 938,293.92</th>
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</thead>
</table>

## Taxes: $0.00

## Grand Total: $ 938,293.92

This service amount is subject to state & local taxing jurisdictions, to be verified by Motorola.

SPC v4.9 Build 1000

Released Date: 01/11/05
I received Statements of Work that describe the services provided on this Agreement.
Motorola's Service Terms & Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE

CUSTOMER (PRINT NAME)

MOTOROLA REPRESENTATIVE (SIGNATURE)

MOTOROLA REPRESENTATIVE (PRINT NAME)

Director

201-949-5560

PHONE

410-712-6485

FAX

michael boichard
## Agreement No. 234-10

### Exhibit B

### ANNUAL PRICING AND HOURLY RATES

<table>
<thead>
<tr>
<th>Service</th>
<th>Description of Services</th>
<th>Year One Maintenance Contract</th>
<th>Year Two Maintenance Contract</th>
<th>Year Three Maintenance Contract</th>
<th>Year Four Maintenance Contract</th>
<th>Year Five Maintenance Contract</th>
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<tbody>
<tr>
<td>1</td>
<td>Dispatch Service</td>
<td>$13,867.36</td>
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<td>2</td>
<td>Network Monitoring Service (requires purchase of #1 Dispatch service also)</td>
<td>$47,873.31</td>
<td>$50,266.98</td>
<td>$52,780.32</td>
<td>$55,419.34</td>
<td>$58,190.31</td>
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<td>3</td>
<td>Astro 25 Security Monitoring Service (requires purchase service #1 &amp; also)</td>
<td>$81,788.50</td>
<td>$85,877.93</td>
<td>$90,171.82</td>
<td>$94,680.41</td>
<td>$99,414.43</td>
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<td>4</td>
<td>Pre-Tested Software Subscription (PTSS) (Needed with Astro 25 Security Monitoring for automatic push-outs)</td>
<td>$45,473.36</td>
<td>$47,747.03</td>
<td>$50,134.38</td>
<td>$52,641.10</td>
<td>$55,273.15</td>
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<td>5</td>
<td>Technical Support (Needed with Network Monitoring for remote access)</td>
<td>$53,369.36</td>
<td>$56,037.83</td>
<td>$58,839.72</td>
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<td>Infrastructure Repair with Advanced Replacement</td>
<td>$173,694.75</td>
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<td>$191,498.46</td>
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<td>OnSite Infrastructure Response Service -Regular On-site within 1 hour/1 1/2 hours &amp; Network PM check (Requires purchase of service 1)</td>
<td>$756,871.24</td>
<td>$794,714.80</td>
<td>$834,450.54</td>
<td>$876,173.07</td>
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<td>8</td>
<td>Gold Support NICE IP Logging equipment</td>
<td>$53,919.82</td>
<td>$56,615.81</td>
<td>$59,446.60</td>
<td>$62,418.93</td>
<td>$65,539.88</td>
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<td>9</td>
<td>Subscriber Units Qty. 2,203 Depot Repair &amp; Local Handling</td>
<td>$248,197.51</td>
<td>$260,607.39</td>
<td>$273,637.75</td>
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<td>10</td>
<td>Total Hardware Support Standard Price</td>
<td>$1,475,055.21</td>
<td>$1,548,807.97</td>
<td>$1,626,248.37</td>
<td>$1,707,560.79</td>
<td>$1,792,938.83</td>
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<tr>
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<td>Total Hardware Support Sale Price 5 year PACKAGE price</td>
<td>$1,187,993.35</td>
<td>$1,217,693.18</td>
<td>$1,248,135.52</td>
<td>$1,279,338.90</td>
<td>$1,311,322.38</td>
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<tr>
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<td>Total System: Fixed Network Equipment and Subscribers</td>
<td>$982,525.81</td>
<td>$1,012,001.58</td>
<td>$1,042,361.64</td>
<td>$1,073,632.48</td>
<td>$1,105,841.46</td>
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<td>Total Hardware Support Sale Price 5 year PACKAGE price</td>
<td>$944,185.82</td>
<td>$972,511.40</td>
<td>$1,001,686.74</td>
<td>$1,031,737.34</td>
<td>$1,062,683.46</td>
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<tr>
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<td>Total Hardware Equipment (without Subscribers &amp; Advanced Replacement)</td>
<td>$944,185.82</td>
<td>$972,511.40</td>
<td>$1,001,686.74</td>
<td>$1,031,737.34</td>
<td>$1,062,683.46</td>
</tr>
</tbody>
</table>

Hardware Support based on: 1 Master, 1 Prime Sites, 6 RF Sites, 108 Stations, 2 Dispatch w/18 positions, MOSCAD RTUs 6

Software Subscription Agreement

<table>
<thead>
<tr>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
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<td>$211,700.00</td>
<td>$211,700.00</td>
<td>$211,700.00</td>
<td>$211,700.00</td>
<td>$211,700.00</td>
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</tbody>
</table>

Software Support based on: 1 Master, 1 IV&D, 1 CNI, 1 CSMS, 1 Prime, 6 Remotes, 108 Stations, 18 Consoles, 1 IP Recorder, Network Management, Network Fault Management MOSCAD: 1 Server, 6 RTU's, 1 Workstation Client

Technical Hourly Rates= Standard rate-$168.50 per hour, Overtime rate-$252.75 per hour and Holiday rate-$337.00 per hour

June 4, 2010
Statement of Work

Technical Support Service

1.0 Description of Services

The Technical Support service provides centralized remote telephone support for technical issues that require a high level of communications systems expertise or troubleshooting on Equipment. The Motorola System Support Center’s (SSC) Technical Support Operation is staffed with technologists who specialize in the diagnosis and resolution of system performance issues. Technical Support Service: (i) does not include software upgrades that may be required for issue resolution; (ii) does not include Customer training; (iii) is only available for those system types supported and approved by Technical Support Operations and (iv) limited to Infrastructure currently supported by Motorola.

Technical Support is applicable to the following system types: ASTRO®, ASTRO® 25, ARC 4000, SmartZone® v2.0.3 and higher, SmartZone®/OmniLink®, E911, Private Data v2.0.3 and higher, SmartNet®, Conventional Two-Way, Wireless Broadband and Digital In-Car Video.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola’s Service Terms and Conditions or other applicable Agreement to which it is attached and made a part thereof by this reference.

2.0 Motorola has the following responsibilities:

2.1. Respond to requests for Technical Support for the Restoration of failed Systems and diagnosis of operation problems in accordance with the response times set forth in the Remote Technical Support Response Times Table and the Severity Level defined in the Severity Definitions Table.
2.1.1. If Infrastructure is no longer supported by Motorola, Technical Support will diagnose the System but may not be able to resolve the issue without the Customer replacing the Infrastructure.
2.2. Advise caller of procedure for determining any additional requirements for issue characterization, and Restoration which includes providing a known fix for issue resolution when available.
2.3. Attempt remote access to System for remote diagnostics, when possible.
2.4. Maintain communication with the Servicer or Customer in the field until close of the Case, as needed.
2.5. Coordinate technical resolutions with agreed upon third party Vendor(s), as needed.
2.6. Escalate and manage support issues, including Systemic issues, to Motorola engineering and product groups, as applicable.
2.7. Escalate the Case to the appropriate party upon expiration of a Response time.
2.8. Provide Configuration Change Support and Work Flow changes to Systems that have dial in or remote access capability.
2.9. Determine, in its sole discretion, when a Case requires more than the Technical Support services described in this SOW and notify Customer of an alternative course of action.

3.0 Customer has the following responsibilities:

3.1. Provide Motorola with pre-defined information prior to Start Date necessary to complete Customer Support Plan.
3.2. Contact the SSC in order to access the Technical Support Operation, provide name of caller, name of Customer, System ID number, Service Agreement number, site(s) in questions, and brief description of the problem.
3.3. Supply on-site presence when requested by System Support Center.
3.4. Validate issue resolution prior to close of the Case.
3.5. Allow Motorola remote access to the System by equipping the System with the necessary Connectivity.

3.6. Remove video from Digital In-Car Video equipment prior to contacting Motorola. If Technical Support assists the Customer in removing video, the Customer acknowledges, understands and agrees that Motorola does not guarantee or warrant that it will be able to extract any captured video or that any captured video will not be damaged, lost or corrupted.

3.7. Acknowledge that Cases will be handled in accordance with the times and priorities as defined in Remote Technical Support Response Times Table and the Severity Level defined in the Severity Definitions Table.

3.8. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Technical Support service to Customer.

**Severity Definitions Table**

<table>
<thead>
<tr>
<th>Severity Level</th>
<th>Problem Types</th>
</tr>
</thead>
</table>
| Severity 1     | • Response is provided Continuously  
|                 | • Major System failure  
|                 | • 33% of System down  
|                 | • 33% of Site channels down  
|                 | • Site Environment alarms (smoke, access, temp, AC power).  
|                 | • This level is meant to represent a major issue that results in an unusable system, sub-system, Product, or critical features from the Customer’s perspective. No Work-around or immediate solution is available. |
| Severity 2     | • Response during Standard Business Day  
|                 | • Significant System Impairment not to exceed 33% of system down  
|                 | • System problems presently being monitored  
|                 | • This level is meant to represent a moderate issue that limits a Customer's normal use of the system, sub-system, product, or major non-critical features from a Customer’s perspective |
| Severity 3     | • Response during Standard Business Day  
|                 | • Intermittent system issues  
|                 | • Information questions  
|                 | • Upgrades/preventative maintenance  
|                 | • This level is meant to represent a minor issue that does not preclude use of the system, sub-system, product, or critical features from a Customer's perspective. It may also represent a cosmetic issue, including documentation errors, general usage questions, recommendations for product enhancements or modifications, and scheduled events such as preventative maintenance or product/system upgrades. |

**Remote Technical Support Response Times Table**

<table>
<thead>
<tr>
<th>SEVERITY</th>
<th>RESPONSE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Severity 1</td>
<td>Within 1 Hour from receipt of Notification, Continuously</td>
</tr>
<tr>
<td>Severity 2</td>
<td>Within 4 Hours from receipt of Notification, Standard Business Day</td>
</tr>
<tr>
<td>Severity 3</td>
<td>Within next Business Day, Standard Business Day</td>
</tr>
</tbody>
</table>
Statement of Work

Network Monitoring, OnSite Infrastructure Response and Dispatch Service

Motorola will provide Network Monitoring, Dispatch Service and OnSite Infrastructure Response services to the Customer. These services are applicable only for the following system types: ASTRO®, ASTRO® 25, ARC 4000, SmartZone®/OmniLink® v2.0.3 and higher, SmartNet®, Private Data (with a wireless network gateway) v2.0.3 and higher, and Harmony® Wireless Communications System. The terms of this Statement of Work (SOW) are an integral part of the Motorola Service Terms and Conditions or other applicable Agreement(s) with the Customer to which this SOW is appended and made a part thereof by this reference.

1.0 Description of Services

Network Monitoring is a service designed to electronically monitor Elements of a Communication System for Events, as set forth in the Monitored Elements Table. When the Motorola System Support Center (SSC) detects an Event, trained technologists acknowledge the Event, run remote diagnostic routines, and initiate an appropriate response. Appropriate responses could include, but are not limited to, continuing to monitor the Event for further development, attempting remote Restoral, or transferring the Event by opening a Case for dispatch of a Servicer. If dispatched, the Servicer will respond at the Customer location based on pre-defined Severity Levels set forth in the Severity Definitions Table and Response times set forth in the On-Site Response Time Table in order to Restore the System.

Motorola will provide Case management as set forth herein. The SSC maintains contact with the on-site Servicer until System Restoral occurs and Case is closed. The SSC will continuously track and manage Case activity from open to close through an automated Case tracking process. This Case management allows for Motorola to provide activity and performance reports.

2.0 Motorola Responsibilities:

2.1. Provide dedicated Connectivity through a private network connection necessary for monitoring ASTRO and ASTRO25, SmartZone/ OmniLink, Private Data, and Harmony Wireless Communications network types. The Connectivity Matrix set forth in Appendix I, further describes the Connectivity options.

2.2. If determined necessary by Motorola, provide Motorola owned equipment for monitoring ASTRO and ASTRO 25 System elements. If Motorola installs or replaces Motorola owned equipment, the type of equipment and location installed is listed in the Motorola Owned & Supplied Equipment Table.

2.3. If determined necessary by Motorola, provide Motorola owned equipment for monitoring SmartNet System elements. If Motorola installs or replaces Motorola owned equipment, the type of equipment and location installed is listed in the Motorola Owned & Supplied Equipment Table.

2.4. Verify Connectivity and Event monitoring prior to System Acceptance or Start Date.

2.5. Continuously receive service requests.

2.6. Remotely access the Customer’s System to perform remote diagnostics as permitted by Customer pursuant to section 3.1.

2.7. Attempt remote Restoral, as appropriate.

2.8. Create a Case as necessary when service requests are received. Gather information to perform the following:

2.8.1. Characterize the issue

2.8.2. Determine a plan of action

2.8.3. Assign and track the Case to resolution.

2.9. Dispatch a Servicer, as required, by Motorola standard procedures and provide necessary Case information collected in section 2.8.

2.10. Ensure the required personnel have access to Customer information as needed.

2.11. Disable and enable System devices, as necessary, for Servicers.

2.12. Servicer will perform the following on-site:
2.12.1. Run diagnostics on the Infrastructure or FRU.
2.12.2. Replace defective Infrastructure or FRU, as applicable. Customer, Servicer or Motorola may provide Infrastructure or FRU.
2.12.3. Provide materials, tools, documentation, physical planning manuals, diagnostic/test equipment and any other requirements necessary to perform the Maintenance service.
2.12.4. If a third party Vendor is needed to Restore the System, the Servicer may accompany that Vendor onto the Customer's premises.

2.13. Verify with Customer that Restoration is complete or System is functional, if required by Customer’s repair Verification preference described in the Customer Support Plan required by section 3.5. If Verification by Customer cannot be completed within 20 minutes of Restoration, the Case will be closed and the Servicer will be released.

2.14. Escalate the Case to the appropriate party upon expiration of a Response time.
2.15. Close the Case upon receiving notification from Customer or Servicer, indicating the Case is resolved.
2.16. Notify Customer of Case Status, as described in the Customer Support Plan required be section 3.5 at the following Case levels
2.16.1. Open and closed; or
2.16.2. Open, assigned to the Servicer, arrival of the Servicer on site, deferred or delayed, closed.

2.17. Provide, when requested by Customer, the following reports, as applicable:
2.17.1. Case activity reports to Customer.
2.17.2. Network Monitoring Service reports for Customer System(s).
2.17.3. Network Activity/Availability Reports for ASTRO25, SmartZone/ Omnilink, and Private Data Systems only.

2.18. Respond in accordance to pre-defined Response times upon receipt from Customer of Customer managed passwords required for proper access to the Customer’s System.

2.19. Apply additional support charges above and beyond the contracted service agreements that may apply if it is determined that System faults were caused by the Customer making changes to critical System parameters.

3.0 Customer Responsibilities:
3.1. Allow Motorola Continuous remote access to obtain System availability and performance data.
3.2. Allow Motorola to access System if firewall has been installed; provide permanent/dedicated access for SNMP traps (outbound) and ZDS polling (inbound). Also provide continuous utility service to any Motorola equipment installed or utilized at Customer’s premises to support delivery of the Service.
3.3. Order and maintain dedicated dial-up phone lines for telephone service for SMARTNET System types. The Connectivity Matrix set forth in Appendix 1, further describes the Connectivity options.
3.4. Unless otherwise specified, Motorola recommends a private network connection for all other Systems. The Connectivity Matrix set forth in Appendix 1, further describes the Connectivity options.
3.5. Provide Motorola with pre-defined Customer information and preferences prior to Start Date necessary to complete Customer Support Plan.
3.5.1. Case notification preferences and procedure
3.5.1.2. Repair Verification Preference and procedure
3.5.1.3. Database and escalation procedure forms.
3.5.1.4. Submit changes in any information supplied in the Customer Support Plan to the Customer Support Manager.

3.6. Provide the following information when initiating a service request:
3.6.1. Assigned System ID number
3.6.2. Problem description and site location
3.6.3. Other pertinent information requested by Motorola to open a Case.
3.7. Notify the System Support Center when Customer performs any activity that impacts the System. (Activity that impacts the System may include, but is not limited to, installing software or hardware upgrades, performing upgrades to the network, or taking down part of the system to perform maintenance.)

3.8. Allow Servicers access to Equipment (including any Connectivity or monitoring equipment) if remote service is not possible.
3.9. Allow Servicers access to remove Motorola owned monitoring equipment upon cancellation of service.
3.10. Supply Infrastructure or FRU, as applicable, in order for Motorola to Restore the System as set forth in paragraph 2.12.2
3.11. Maintain and store in an easily accessible location any and all Software needed to Restore the System.
3.13. Verify with the SSC that Restoration is complete or System is functional, if required by the Repair Verification Preference provided by Customer in accordance with section 3.5.
3.14. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the services described in this SOW.
3.15. Provide all Customer managed passwords required to access the Customer’s System to Motorola upon request or when opening a Case to request service support or enable Response to a technical issue.

Severity Definitions Table

<table>
<thead>
<tr>
<th>Severity Level</th>
<th>Problem Types</th>
</tr>
</thead>
<tbody>
<tr>
<td>Severity 1</td>
<td>• Response is provided Continuously</td>
</tr>
<tr>
<td></td>
<td>• Major System failure</td>
</tr>
<tr>
<td></td>
<td>• 33% of System down</td>
</tr>
<tr>
<td></td>
<td>• 33% of Site channels down</td>
</tr>
<tr>
<td></td>
<td>• Site Environment alarms (smoke, access, temp, AC power) as determined by the SSC.</td>
</tr>
<tr>
<td></td>
<td>• This level is meant to represent a major issue that results in an unusable system, sub-system, Product, or critical features from the Customer’s perspective. No Work-around or immediate solution is available.</td>
</tr>
<tr>
<td>Severity 2</td>
<td>• Response during Standard Business Day</td>
</tr>
<tr>
<td></td>
<td>• Significant System Impairment not to exceed 33% of system down</td>
</tr>
<tr>
<td></td>
<td>• System problems presently being monitored</td>
</tr>
<tr>
<td></td>
<td>• This level is meant to represent a moderate issue that limits a Customer's normal use of the system, sub-system, product, or major non-critical features from a Customer’s perspective</td>
</tr>
<tr>
<td>Severity 3</td>
<td>• Response during Standard Business Day</td>
</tr>
<tr>
<td></td>
<td>• Intermittent system issues</td>
</tr>
<tr>
<td></td>
<td>• Information questions</td>
</tr>
<tr>
<td></td>
<td>• Upgrades/preventative maintenance</td>
</tr>
<tr>
<td></td>
<td>• This level is meant to represent a minor issue that does not preclude use of the system, sub-system, product, or critical features from a Customer's perspective. It may also represent a cosmetic issue, including documentation errors, general usage questions, recommendations for product enhancements or modifications, and scheduled events such as preventative maintenance or product/system upgrades.</td>
</tr>
</tbody>
</table>
On-Site Response Time Table (Customer's Response Time Classification is designated in the Service Agreement).

<table>
<thead>
<tr>
<th>Severity Level</th>
<th>Standard Response Time</th>
<th>Premier Response Time</th>
<th>Limited Response Time</th>
<th>Restoral</th>
<th>Off Deferral</th>
</tr>
</thead>
<tbody>
<tr>
<td>Severity 1</td>
<td>Within 4 hours from receipt of Notification Continuously</td>
<td>Within 2 hours from receipt of Notification Continuously</td>
<td>Within 4 hours from receipt of Notification Standard Business Day</td>
<td>8 hours</td>
<td>Time provided by Servicer *</td>
</tr>
<tr>
<td>Severity 2</td>
<td>Within 4 hours from receipt of Notification Standard Business Day</td>
<td>Within 4 hours from receipt of Notification Standard Business Day</td>
<td>Within 4 hours from receipt of Notification Standard Business Day</td>
<td>8 hours</td>
<td>Time provided by Servicer *</td>
</tr>
<tr>
<td>Severity 3</td>
<td>Within 24 hours from receipt of Notification Standard Business Day</td>
<td>Within 24 hours from receipt of Notification Standard Business Day</td>
<td>Within 24 hours from receipt of Notification Standard Business Day</td>
<td>48 hours</td>
<td>Time provided by Servicer *</td>
</tr>
</tbody>
</table>

- Please note these are Standard Commitment times. The commitment times should be based on the Customers Support Plan.
- Provide update before the specific contractual commitments come due.
* Note: Provide update to System Support Center before Deferral time comes due.
Appendix 1

Connectivity Matrix

<table>
<thead>
<tr>
<th>System Type</th>
<th>Connectivity</th>
<th>Responsibility</th>
</tr>
</thead>
<tbody>
<tr>
<td>Astro 25</td>
<td>T1</td>
<td>Motorola</td>
</tr>
<tr>
<td>SmartZone/Omnitrack v3.5 and below</td>
<td>256K</td>
<td>Motorola</td>
</tr>
<tr>
<td>SmartZone/Omnitrack v4 and above</td>
<td>512K</td>
<td>Motorola</td>
</tr>
<tr>
<td>Private Data</td>
<td>256K</td>
<td>Motorola</td>
</tr>
<tr>
<td>ARC 4000</td>
<td>T1 or VPN</td>
<td>Motorola</td>
</tr>
<tr>
<td>MESH</td>
<td>T1 or VPN</td>
<td>Motorola</td>
</tr>
<tr>
<td>Harmony</td>
<td>T1</td>
<td>Motorola</td>
</tr>
<tr>
<td>MotoBridge</td>
<td>T1 or VPN</td>
<td>Motorola</td>
</tr>
<tr>
<td>SmartNet</td>
<td>Dial-up</td>
<td>Customer</td>
</tr>
</tbody>
</table>

| Private Network Connection       | Public Internet Connection                  |
| IP VPN (All Customers)           | IP VPN (Option Available only to Customers outside of the US) |
| Standard solution for real time Connectivity | Non Standard solution for Connectivity |
| Dedicated bandwidth configuration provided to monitor Customers | No dedicated bandwidth provided to monitor Customers |
| Protected from unauthorized intrusion | Low risk of unauthorized intrusion |
| Encryption available             | Encryption is required                       |
| Connectivity available through Motorola | Customer provides Connectivity to the internet via an internet service provider selected by Customer. |

Motorola Owned & Supplied Equipment Table

<table>
<thead>
<tr>
<th>Equipment Type</th>
<th>Location Installed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Firewall/Router</td>
<td>Master Site</td>
</tr>
<tr>
<td>System Support Server</td>
<td>Master Site for each Zone</td>
</tr>
</tbody>
</table>
## Monitored Elements Table
*(Listed by technology)*

<table>
<thead>
<tr>
<th>System Type</th>
<th>Equipment</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ASTRO 25 (release 7.X)</strong></td>
<td>Packet Routing Network; Zone Controllers; Database Server; FullVision Server; Zone Statistical Server; Air Traffic Router; System Statistics Server; User Configuration Server; Packet Data Gateway Server; PBX; Interconnect Server; Motorola Gold Elite Gateway (MGE); AEB; CEB; Conventional Channel Gateway (CCGW); Simulcast RF Site (Site Controllers, Comparators, Stations); Intelli Repeater RF Site (Stations); Intelli Site Repeater RF Site (Site Controllers, Stations); Core, Exit, Gateway, Peripheral, Border, and Site routers, HP Switches master, prime, console and repeater sites switches, GGSN; CWR</td>
</tr>
<tr>
<td></td>
<td>MOSCAD Overlay (TenSr, Station, Channel Banks, TRAK GPS, Site Power, Microwave)</td>
</tr>
<tr>
<td></td>
<td>DOES NOT INCLUDE MONITORING OF ANY MOSCAD ALARM POINTS THAT DO NOT DIRECTLY IMPACT THE PERFORMANCE OF THE RADIO NETWORK. DOES NOT INCLUDE MONITORING OF ANYTHING OUTSIDE OF THE RADIO NETWORK UNLESS SPECIFICALLY STATED</td>
</tr>
</tbody>
</table>

### SECURITY ELEMENTS
*(Monitoring and managing Security Elements is dependent on Customer purchasing Core Security Management Server as Equipment with the Customer System)*

<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Nortel; Packet Routing Network; Zone Controllers; Database Server; FullVision Server; Zone Statistical Server; Air Traffic Router; System Statistics Server; User Configuration Server; Packet Data Gateway Server; PBX; Interconnect Server; Motorola Gold Elite Gateway (MGE); AEB; CEB; ARCADACS Cross Connect Switch; Simulcast RF Site (Site Controllers, Comparators, Stations); Intelli Repeater RF Site (Stations); Intelli Site Repeater RF Site (Site Controllers, Stations);</td>
</tr>
<tr>
<td></td>
<td>MOSCAD Overlay (TenSr, Station, Channel Banks, TRAK GPS, Site Power, Microwave)</td>
</tr>
<tr>
<td></td>
<td>DOES NOT INCLUDE MONITORING OF ANY MOSCAD ALARM POINTS THAT DO NOT DIRECTLY IMPACT THE PERFORMANCE OF THE RADIO NETWORK. DOES NOT INCLUDE MONITORING OF ANYTHING OUTSIDE OF THE RADIO NETWORK UNLESS SPECIFICALLY STATED</td>
</tr>
<tr>
<td>System</td>
<td>Description</td>
</tr>
<tr>
<td>-------------------------------</td>
<td>-----------------------------------------------------------------------------</td>
</tr>
<tr>
<td>ASTRO 25 (release 6.0 - 6.2)</td>
<td>Nortel; Packet Routing Network; Zone Controllers; Database Server; FullVision Server; Zone Statistical Server; Air Traffic Router; System Statistics Server; User Configuration Server; Packet Data Gateway Server; PBX; Interconnect Server; Motorola Gold Elite Gateway (MGEG); AEB; CEB; ARCADACS Cross Connect Switch; Simulcast RF Site (Site Controllers, Comparators, Stations); Intelli Repeater RF Site (Stations); Intelli Site Repeater RF Site (Site Controllers, Stations);</td>
</tr>
<tr>
<td>SmartZone 4.1</td>
<td>MOSCAD Overlay (TenSr, Station, Channel Banks, TRAK GPS, Environmental Alarms, Microwave)</td>
</tr>
<tr>
<td></td>
<td>Zone Controllers; Database Server; Digital Interface Unit (DIU); Central Electronic Bank (CEB) Interface; AEB; FullVision Server; Air Traffic Router; System Statistics Server (Multi-Zone); Zone Statistical Server; User Configuration Server; NOVA 2000 (Interconnect); Remote RF Sites (Site Controllers Including Simulcast, Stations);</td>
</tr>
<tr>
<td>ARC 4000</td>
<td>MOSCAD Overlay (Stations-Non Trunked, Comparator, TenSr Channel Banks, Environmental Alarms, Microwave)</td>
</tr>
<tr>
<td></td>
<td>Zone Controller, Network Manager Servers, User Configuration Server, Zone Database Server, FullVision Server, Air Traffic Router Server, Packet Data Router &amp; Radio Network Gateway (IV&amp;D), Data Collection Device, Master Site Router (Core, Gateway), Master Site Switches, Individual Site Routers, Individual Site Switches Site Controllers; Environmental Alarms; Channel Banks</td>
</tr>
<tr>
<td>Astro LE</td>
<td></td>
</tr>
<tr>
<td>SMARTNET Monitored by MOSCAD SiteSentry</td>
<td></td>
</tr>
<tr>
<td>Private Data</td>
<td>Site Controllers; Stations; Environmental Alarms; Channel Banks</td>
</tr>
<tr>
<td>Harmony (HWCS)</td>
<td>Wireless Network Gateway (WNG); Radio Network Controller (RNC); Base Station</td>
</tr>
<tr>
<td></td>
<td>MSO, EBTS</td>
</tr>
</tbody>
</table>

Legal Approval
February 28, 200x
Statement of Work

Network Preventative Maintenance

1.0 Description of Service

Network Preventative Maintenance will provide an operational test and alignment, on the Customer’s Infrastructure Equipment (infrastructure or fixed network equipment only) to ensure the Infrastructure meets original manufacturer’s specifications, as set forth in the applicable attached Exhibit(s), all of which are hereby incorporated by this reference. Customer’s System type determines which Exhibit is applicable (i.e. SmartZone system exhibit, SmartNet system exhibit). Network Preventative Maintenance will be performed during Standard Business Days. If the System or Customer requirements dictate this service must occur outside of Standard Business Days, Motorola will provide an additional quotation. Customer is responsible for any charges associated with helicopter or other unusual access requirements or expenses.

The terms and conditions of this SOW are an integral part of Motorola’s Service Terms and Conditions or other applicable agreement to which it is attached and made a part thereof by this reference.

2.0 Motorola has the following responsibilities:

2.1 Notify the Customer of any possible System downtime needed to perform this service.
2.2 Physically inspect the Infrastructure Equipment in the system (equipment cabinets, general circuitry, fault indicators, cables, and connections).
2.3 Remove any dust, and/or foreign substances from the Infrastructure.
2.4 Clean filters, if applicable.
2.5 Measure, record, align, adjust the Infrastructure Equipment parameters in accordance with the manufacturer’s service manuals and the Rules and Regulations of the Federal Communications Commission (FCC), where applicable.

3.0 Customer has the following responsibilities:

3.1 Provide preferred schedule for Network Preventative Maintenance to Motorola.
3.2 Authorize and acknowledge any scheduled System downtime.
3.3 Maintain periodic backup of databases, Software applications and Firmware.
3.4 Establish and maintain a suitable environment (heat, light, and power) for the Equipment location and provide the Servicer full, free, and safe access to the Equipment so that the Servicer may provide services. All sites shall be accessible by standard service vehicles.
3.5 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Network Preventative Maintenance services to Customer.
## Conventional Network Preventative Maintenance Checklist

<table>
<thead>
<tr>
<th>Conventional Infrastructure</th>
<th>Operational Check (where applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Station(s), Repeater(s), Control Station(s)</td>
<td>Transmitter modulation, RF power output/reflected, RF Frequency Measured/adjusted, Receiver Sensitivity Measured/Adjusted, Audio Input &amp; Output Levels, Combiner &amp; Circulator Loss, Receiver Desense (Full Duplex Only), Check Power Supply Voltages</td>
</tr>
<tr>
<td>Consoles Positions/Remotes</td>
<td>Audio Input &amp; Output Levels, Ethernet Operation, Controller Power Supply Voltage, and AC Ripple, Switches, Lights, CRT, CEB Signal Levels, Wiring and Grounding for each Position, Check and Clean keyboards, CPU, CRT's, CEB diagnostics</td>
</tr>
<tr>
<td>Comparators (Voting) and/or Satellite Receivers</td>
<td>Audio Input &amp; Output Levels, Receiver Sensitivity Measured/Adjusted, Comparator power supply voltage, Check for proper signal voting</td>
</tr>
<tr>
<td>Power UPS</td>
<td>Check Diagnostics/Alarms, AC/DC Voltages/Batteries, Switch-Over Operations</td>
</tr>
<tr>
<td>Generator</td>
<td>Switch to Generator Power</td>
</tr>
<tr>
<td>AC to DC Power Unit (RF equipment)</td>
<td>Switch to Battery Power</td>
</tr>
<tr>
<td>All Equipment</td>
<td>Check Diagnostics/Alarms</td>
</tr>
<tr>
<td>Other Equipment</td>
<td>Check all system printers, Check all modems for proper levels &amp; synchronization, MBX/Other telco interface common equipment</td>
</tr>
</tbody>
</table>
# Data - Network Preventative Maintenance Checklist

<table>
<thead>
<tr>
<th>Data Infrastructure</th>
<th>Operational Check (where applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Data Base Station (Quantar)</td>
<td>RSSI Calibration Check (-90)</td>
</tr>
<tr>
<td></td>
<td>Transmit Frequency Adjustments</td>
</tr>
<tr>
<td></td>
<td>Transmitter Deviation Adjustments</td>
</tr>
<tr>
<td></td>
<td>Transmitter modulation Compensation</td>
</tr>
<tr>
<td></td>
<td>Transmitter Power out and Adjustments</td>
</tr>
<tr>
<td></td>
<td>Reflect Power Measurement</td>
</tr>
<tr>
<td></td>
<td>Receiver Sensitivity Test</td>
</tr>
<tr>
<td></td>
<td>Receive Antenna De-sense Test</td>
</tr>
<tr>
<td>MSF 5000 Base Stations</td>
<td>RSSI Calibration Check</td>
</tr>
<tr>
<td></td>
<td>VCO Calibration Check (.38Micro Volt)</td>
</tr>
<tr>
<td></td>
<td>Injection Filter Adjustments</td>
</tr>
<tr>
<td></td>
<td>Pre-selector/Image Filter Adjustments</td>
</tr>
<tr>
<td></td>
<td>Transmit Frequency Adjustments</td>
</tr>
<tr>
<td></td>
<td>RF Power out Measurements</td>
</tr>
<tr>
<td></td>
<td>RF Forward and Reflect Trip adjust</td>
</tr>
<tr>
<td></td>
<td>Transmit Deviation Adjustments</td>
</tr>
<tr>
<td></td>
<td>Receiver Sensitivity Test</td>
</tr>
<tr>
<td></td>
<td>Transmitter modulation Compensation</td>
</tr>
<tr>
<td>Gemini Base Station</td>
<td>RSSI Calibration Check</td>
</tr>
<tr>
<td></td>
<td>Transmit Frequency Adjustments</td>
</tr>
<tr>
<td></td>
<td>RF Power out Measurements</td>
</tr>
<tr>
<td></td>
<td>RF Forward and Reflect Trip adjust</td>
</tr>
<tr>
<td></td>
<td>Transmit Deviation Adjustments</td>
</tr>
<tr>
<td></td>
<td>Receiver Sensitivity Test</td>
</tr>
<tr>
<td></td>
<td>Transmitter modulation Compensation</td>
</tr>
<tr>
<td></td>
<td>Power Supply Voltage Check</td>
</tr>
<tr>
<td></td>
<td>Power Supply Ripple Voltage Check</td>
</tr>
<tr>
<td>Radio Network Controllers</td>
<td>Power Supply In-take Fan</td>
</tr>
<tr>
<td></td>
<td>Host connection check</td>
</tr>
<tr>
<td></td>
<td>Message buffering</td>
</tr>
<tr>
<td></td>
<td>RF Interface</td>
</tr>
<tr>
<td></td>
<td>Base Interface</td>
</tr>
<tr>
<td>Wireless Network Gateway</td>
<td>Visually check system status and fault LEDs</td>
</tr>
<tr>
<td></td>
<td>Check SMIT for any module errors</td>
</tr>
<tr>
<td></td>
<td>Check each major modules</td>
</tr>
<tr>
<td></td>
<td>Power Supply Voltage Check</td>
</tr>
<tr>
<td></td>
<td>Visually check all cabling</td>
</tr>
<tr>
<td></td>
<td>Capture all log and error reports</td>
</tr>
<tr>
<td>UDS/Paradyne Modems</td>
<td>Check for received line level</td>
</tr>
<tr>
<td></td>
<td>Perform remote modem digital loopback test</td>
</tr>
<tr>
<td></td>
<td>Check telco/microwave circuit</td>
</tr>
<tr>
<td>UPS</td>
<td>Check Batteries</td>
</tr>
<tr>
<td></td>
<td>Switch-Over Operations</td>
</tr>
<tr>
<td></td>
<td>AC/DC Voltages</td>
</tr>
</tbody>
</table>

Approved by Motorola Contracts & Compliance: 1/28/08
## SMARTNET Network Preventative Maintenance Checklist

<table>
<thead>
<tr>
<th>SMARTNET Infrastructure</th>
<th>Operational Check (where applicable)</th>
</tr>
</thead>
</table>
| Repeater(s), Control Station(s) | Transmitter modulation  
| | RF power output/reflected  
| | RF Frequency Measured/adjusted  
| | Receiver Sensitivity Measured/Adjusted  
| | Power Supplies  
| | Audio Input & Output Levels  
| | Combiner & Circulator Loss  
| | Receiver Desense (Full Duplex Only)  
| | Check Power Supply Voltages  |
| Consoles Positions/Remotes | Audio Input & Output Levels  
| | Ethernet Operation  
| | CEB Power Supply Voltage, and AC Ripple  
| | Switches, Lights, CRT  
| | CEB Signal Levels  
| | Wiring and Grounding for each Position  
| | Check and Clean keyboards, CPU, CRT's  
| | CEB Diagnostics  |
| Central Controllers, DIGITAC Comparators | Central Controller and Power Supplies  
| | T Bar Switched  
| | Simulcast Controller  
| | Simulcast Remote Controller  
| | Distribution Amp  
| | DIGITAC Comparator  
| | Receiver Multi-Couplers  
| | Check for receiver to Comparator audio path.  
| | Check to see if equalization is required.  
| | Check for proper audio to Status Tone ratio  
| | Confirm that all Receiver RX Notch Filters are either IN or OUT  |
| GPS | Roll to Redundant Receive Reference Module  
| | Frequency Standards (check 1 PPS, 5 MPPS, composite)  
| | Check Power Supply Voltages  |
| Site Equipment | Audio Network Analyzer  
| | Baseline Database Server  
| | System Manager Terminal  
| | Site Test/System Calibration Equipment  |
| POWER UPS | Check Diagnostics/Alarms  
| | AC/DC Voltages/Batteries  
| | Switch-Over Operations  |
| Generator | Switch to Generator Power  
| AC to DC Power Unit (RF equipment) | Switch to Battery Power  
| All Equipment | Check Diagnostics/Alarms  
| Other Equipment | Check all system printers  
| | Check all modems for proper levels & synchronization  
| | MBX/Other telco interface common equipment  

*Approved by Motorola Contracts & Compliance: 1/28/08*
<table>
<thead>
<tr>
<th><strong>SmartZone Infrastructure</strong></th>
<th><strong>Operational Check (where applicable)</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Repeat(s), Control Station(s)</td>
<td>Transmitter modulation</td>
</tr>
<tr>
<td></td>
<td>RF power output/reflected</td>
</tr>
<tr>
<td></td>
<td>RF Frequency Measured/Adjusted</td>
</tr>
<tr>
<td></td>
<td>Receiver Sensitivity Measured/Adjusted</td>
</tr>
<tr>
<td></td>
<td>Audio Input &amp; Output Level</td>
</tr>
<tr>
<td></td>
<td>Check Low Speed Data</td>
</tr>
<tr>
<td></td>
<td>Combiners &amp; Circulator Loss</td>
</tr>
<tr>
<td></td>
<td>Receiver Desense (Full Duplex Only)</td>
</tr>
<tr>
<td></td>
<td>Power Supply voltages</td>
</tr>
<tr>
<td>Consoles Positions/Remotes</td>
<td>Audio Input &amp; Output Level</td>
</tr>
<tr>
<td></td>
<td>Ethernet Operation</td>
</tr>
<tr>
<td></td>
<td>CEB Power Supply Voltage, and AC Ripple</td>
</tr>
<tr>
<td></td>
<td>Switches, Lights, CRT</td>
</tr>
<tr>
<td></td>
<td>CEB Signal Levels</td>
</tr>
<tr>
<td></td>
<td>Wiring and Grounding for each Position</td>
</tr>
<tr>
<td></td>
<td>Check and Clean keyboards, CPU, CRT's</td>
</tr>
<tr>
<td></td>
<td>CEB Diagnostics</td>
</tr>
<tr>
<td>Central Controllers, DIGITAC Comparators</td>
<td>Central Controller and Power Supplies</td>
</tr>
<tr>
<td></td>
<td>T Bar Switched</td>
</tr>
<tr>
<td></td>
<td>Simulcast Controller</td>
</tr>
<tr>
<td></td>
<td>Simulcast Remote Controller</td>
</tr>
<tr>
<td></td>
<td>Distribution Amp</td>
</tr>
<tr>
<td></td>
<td>DIGITAC Comparator</td>
</tr>
<tr>
<td></td>
<td>Receiver Multi-Couplers and Tower Mounted Amplifier</td>
</tr>
<tr>
<td></td>
<td>Check for receiver to Comparator audio path</td>
</tr>
<tr>
<td></td>
<td>Check for proper audio to Status Tone ratio</td>
</tr>
<tr>
<td></td>
<td>Confirm that all Receiver RX Notch Filters are either IN or OUT</td>
</tr>
<tr>
<td>GPS</td>
<td>Roll to Redundant Receive Reference Module</td>
</tr>
<tr>
<td>Site Equipment</td>
<td>Check Frequency Standards</td>
</tr>
<tr>
<td></td>
<td>Check Power Supply Voltages</td>
</tr>
<tr>
<td>Site Equipment</td>
<td>Audio Network Analyzer</td>
</tr>
<tr>
<td></td>
<td>Baseline Database Server</td>
</tr>
<tr>
<td></td>
<td>System Manager Terminal</td>
</tr>
<tr>
<td></td>
<td>Site Test/System Calibration Equipment</td>
</tr>
<tr>
<td>Power UPS</td>
<td>Check Diagnostics/Alarms</td>
</tr>
<tr>
<td>Generator</td>
<td>AC/DC Voltages/Batteries</td>
</tr>
<tr>
<td>AC to DC Power Unit (RF equipment)</td>
<td>Switch-Over Operations</td>
</tr>
<tr>
<td>All Equipment</td>
<td>Switch to Generator Power</td>
</tr>
<tr>
<td>All Equipment</td>
<td>Check Diagnostics/Alarms</td>
</tr>
<tr>
<td>Other Equipment</td>
<td>Check all system printers</td>
</tr>
<tr>
<td></td>
<td>Check all modems for proper levels &amp; synchronization</td>
</tr>
<tr>
<td></td>
<td>MBX/Other tel/co interface common equipment</td>
</tr>
</tbody>
</table>
# ASTRO® LE - Network Preventative Maintenance Checklist

<table>
<thead>
<tr>
<th>ASTRO LE Infrastructure</th>
<th>Operational Check (where applicable)</th>
</tr>
</thead>
</table>
| **CO-LOCATED/REMOTE SITE**  
Repeater(s), Control Station(s) | TX Frequency in Hz  
TX Power Output of Station (Forward/Reflected)  
TX Power Output out of Combiner (Forward/Reflected)  
TX Low Speed Deviation  
TX Test Pattern Deviation  
TX BER  
RX Tower/Rack Mounted Amplifier  
RX RF Level at 5% BER at Receiver and Through Multi-Coupler |  
Receiver Desense/ Degradation do to Site Noise and TX Desense  
Wireline Audio Input & Output Levels |

**Site Controllers**  
| | Check Lights/Fan Operation  
Check/Align Frequency Standard  
Roll to Redundant Controller (pre-approved by customer)  
Test Site Trunking/Failsoft Modes (pre-approved by customer)  
Multiple Control Channel Switching (pre-approved by customer) |

**Router/Switches**  
| | Check Lights/Fan Operation  
Check Diagnostics/Alarms  
Power Supply Voltages |

**All Equipment**  
| | Check Lights/Fan Operation  
Check Diagnostics/Alarms  
Power Supply Voltages |

**MASTER/PRIME SITE (RF Equipment)**  
**Master/Prime Site Controllers**  
| | Check Lights/Fan Operation  
Roll to Redundant Controller (pre-approved by customer)  
Check Lights/Fan Operation |

**Router/Switches**  
| | Check for receiver to Comparator audio path  
ACTAC 9600 Comparator All sites on line? V.24 link health-link delays |

**ASTRO-TAC Comparators**  
| | Check for receiver to Comparator audio path  
ACTAC 9600 Comparator All sites on line? V.24 link health-link delays  
Channel Bank/ transport health for all sites (diagnostics/alarms)  
Roll to Redundant Power Supply (pre-approved by customer) |

**Channel Bank**  
| | Channel Bank/ transport health for all sites (diagnostics/alarms)  
Roll to Redundant Power Supply (pre-approved by customer) |

**MASTER/PRIME SITE (Servers)**  
| | Site Control Manager/Site Command Server (Clients)  
Backup Databases  
Terminal Server  
Remote Access Test  
Roll to Redundant Receive Reference Module (pre-approved by customer)  
Frequency Standards (check 1 PPS, 5 MPPS, composite)  
Check Power Supply Voltages  
Check Diagnostics/Alarms  
AC/DC Voltages/Batteries  
Switch-Over Operations  
Switch to Generator Power (pre-approved by customer) |
<table>
<thead>
<tr>
<th>AC to DC Power Unit (RF equipment)</th>
<th>Switch to Battery Power (pre-approved by customer)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Check Diagnostics/Alarms</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TRUNKING TEST (Completed at all Sites)</th>
<th>Talkgroup Call</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Mutigroup Call</td>
</tr>
<tr>
<td></td>
<td>Private Call</td>
</tr>
<tr>
<td></td>
<td>Secure Call</td>
</tr>
<tr>
<td>CO-LOCATED/REMOTE SITE</td>
<td>Operational Check (where applicable) Reference existing site PM documents for exact measurements</td>
</tr>
<tr>
<td>------------------------</td>
<td>------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Repeater(s), Control Station(s)</td>
<td>TX Frequency in Hz TX Power Output of Station (Forward/Reflected) TX Power Output of Combiner (Forward/Reflected) TX Low Speed Deviation TX Test Pattern Deviation TX BER RX Tower/Rack Mounted Amplifier RX RF Level at 5% BER at Receiver and Through Multi-Coupler Receiver Desense/ Degradation due to Site Noise and TX Desense Wireline Audio Input &amp; Output Levels</td>
</tr>
<tr>
<td>Site Controllers</td>
<td>Check Lights/Fan Operation Check/Align Frequency Standard Roll to Redundant Controller (pre-approved by customer) Test Site Trunking/Failsoft Modes (pre-approved by customer) Multiple Control Channel Switching (pre-approved by customer)</td>
</tr>
<tr>
<td>Router/Switches</td>
<td>Check Lights/Fan Operation</td>
</tr>
<tr>
<td>All Equipment</td>
<td>Check Diagnostics/Alarms Power Supply Voltages</td>
</tr>
<tr>
<td>MASTER/PRIME SITE (RF Equipment)</td>
<td>Check Lights/Fan Operation Roll to Redundant Controller (pre-approved by customer)</td>
</tr>
<tr>
<td>Master/Prime Site Controllers</td>
<td></td>
</tr>
<tr>
<td>Router/Switches</td>
<td>Check Lights/Fan Operation</td>
</tr>
<tr>
<td>ASTRO-TAC Comparators</td>
<td>Check for receiver to Comparator audio path ACTAC 9600 Comparator All sites on line? V.24 link health- link delays</td>
</tr>
<tr>
<td>Channel Bank</td>
<td>Channel Bank/ transport health for all sites (diagnostics/alarms) Roll to Redundant Power Supply (pre-approved by customer)</td>
</tr>
<tr>
<td>MASTER/PRIME SITE (Servers)</td>
<td>Master Site Servers health (diagnostics/alarms) Complete backup of databases Roll to Redundant Zone Controller (pre-approved by customer)</td>
</tr>
<tr>
<td>Misc Equipment</td>
<td>Remote Access Test Check all modems for proper levels &amp; synchronization MBX/Other telco interface common equipment</td>
</tr>
<tr>
<td>GPS</td>
<td>Roll to Redundant Receive Reference Module (pre-approved by customer) Frequency Standards (check 1 PPS, 5 MPPS, composite) Check Power Supply Voltages</td>
</tr>
<tr>
<td>POWER</td>
<td>Check Diagnostics/Alarms AC/DC Voltages/Batteries Switch-Over Operations</td>
</tr>
<tr>
<td>UPS</td>
<td></td>
</tr>
<tr>
<td>Generator</td>
<td>Switch to Generator Power (pre-approved by customer)</td>
</tr>
<tr>
<td>AC to DC Power Unit (RF equipment)</td>
<td>Switch to Battery Power (pre-approved by customer)</td>
</tr>
<tr>
<td>All Equipment</td>
<td>Check Diagnostics/Alarms</td>
</tr>
</tbody>
</table>

Approved by Motorola Contracts & Compliance: 1/28/08
<table>
<thead>
<tr>
<th>CONSOLES POSITIONS/REMOTES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Audio Input &amp; Output Level</td>
</tr>
<tr>
<td>Ethernet Operation</td>
</tr>
<tr>
<td>CEB/MCC Power Supply Voltage, and AC Ripple</td>
</tr>
<tr>
<td>Switches, Lights, CRT</td>
</tr>
<tr>
<td>CEB/MCC Signal Levels</td>
</tr>
<tr>
<td>Wiring and Grounding for each Position</td>
</tr>
<tr>
<td>Check and Clean keyboards, CPU, CRT's</td>
</tr>
<tr>
<td>CEB/AEB/MCC diagnostics</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>TRUNKING TEST (Completed at all sites)</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Talkgroup Test</td>
</tr>
<tr>
<td>Multigroup Call</td>
</tr>
<tr>
<td>Private Call</td>
</tr>
<tr>
<td>Secure Call</td>
</tr>
</tbody>
</table>
## E911 System Exhibit

<table>
<thead>
<tr>
<th>Infrastructure Type</th>
<th>Operational Check (when applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td>ANI Controller</td>
<td>Power supply check - DC Voltage</td>
</tr>
<tr>
<td></td>
<td>Processor card battery test</td>
</tr>
<tr>
<td></td>
<td>Review of advisory log</td>
</tr>
<tr>
<td></td>
<td>Inspect phone, handsets, cords, touch tone pads, lights, and telephone instruments at main PSAP and remote location.</td>
</tr>
<tr>
<td></td>
<td>Test operation of each 911 trunk and administrative phone line</td>
</tr>
<tr>
<td></td>
<td>Check ANI cable routing and verify all connections (tighten cable/connector strain relief devices, review punch block wiring)</td>
</tr>
<tr>
<td></td>
<td>Verify dial-up access</td>
</tr>
<tr>
<td></td>
<td>Verify any spare circuit boards are operational</td>
</tr>
<tr>
<td></td>
<td>Inspect ANI cabinets (ventilation/cooling, secure covers)</td>
</tr>
<tr>
<td>ALI Controller</td>
<td>Verify no alarm status on call screen. Check alarm/event log</td>
</tr>
<tr>
<td></td>
<td>Check size of call detail records, purge if necessary</td>
</tr>
<tr>
<td></td>
<td>Size of hard space remaining and advise customer. Purge if necessary.</td>
</tr>
<tr>
<td></td>
<td>Test operation of all servers, terminals/clients printers, at main PSAP and remote locations</td>
</tr>
<tr>
<td></td>
<td>Make test 911 calls to verify ALI information is properly displayed on all terminals/clients at main PSAP and remote locations</td>
</tr>
<tr>
<td></td>
<td>Verify any spare ALI equipment or devices are operational</td>
</tr>
<tr>
<td></td>
<td>If system uses local ALI or TSL, verify system properly receives Telco subscriber updates as required</td>
</tr>
<tr>
<td></td>
<td>Check ALI cable routing and verify all connections (tighten cable/connector strain relief devices where necessary)</td>
</tr>
<tr>
<td></td>
<td>Inspect all computer and terminal equipment (fans, vents, keyboards, CRTs, etc)</td>
</tr>
<tr>
<td></td>
<td>Verify ALI components are receiving proper ventilation/cooling</td>
</tr>
<tr>
<td>Other</td>
<td>Generate test alarm and verify that Motorola NMO receives outbound alarms for Site Sentry Device (SEB)</td>
</tr>
<tr>
<td></td>
<td>Verify inbound remote maintenance access of both ANI and ALI functions through all remote access devices (SEB or maintenance modems)</td>
</tr>
<tr>
<td></td>
<td>Check and verify proper installation of all grounding cables and connectors.</td>
</tr>
<tr>
<td></td>
<td>Verify operational status of surge suppression equipment</td>
</tr>
<tr>
<td></td>
<td>Verify operational status of standby power systems (UPS equipment, AC generators)</td>
</tr>
</tbody>
</table>
STATEMENT OF WORK

ASTRO® 25 NETWORK & SECURITY MONITORING

Overview: Network & Security Monitoring is a service offering that provides Security Monitoring to identify malicious activity that will or might cause system interference or corruption.

Definitions

Terms that are capitalized but not defined in this Statement of Work shall have the definition given to such terms in the Service Terms and Conditions, the Communications System Agreement or other applicable agreement. The following terms have the following meanings:

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

1.0 Description of Services

ASTRO 25 Security Monitoring includes monitoring and managing the Motorola security equipment present on the Customer’s System. Monitoring security equipment requires Customer to purchase a Core Security Management Server with Customer’s System. Motorola will monitor Elements of a System for Events, as set forth in the Monitored Elements Table below.

When the Motorola System Support Center (SSC) detects an Event, trained technologists that are experienced with identifying and interpreting security incidents will acknowledge the Event, run remote diagnostic routines, and initiate an appropriate Response. Appropriate responses could include, but are not limited to, continuing to monitor the Event for further development, attempting remote Restoration, or transferring the Event by opening a Case for dispatch of a Servicer. If dispatched, the Servicer will respond at the Customer location based on pre-defined Severity Levels set forth in the Severity Definitions Table and Response times set forth in the On-Site Response Time Table in order to Restore the System.

Motorola will proactively manage the security Elements present on the System as needed to mitigate the risk of vulnerability such as a virus, worm or other intrusive attack on the System. This may include periodically deploying the latest release of pre-tested intrusion detection sensor signature files on the network barrier (ONLY for IDS supplied to Customer by Motorola and if present on the System) as determined by Motorola. Motorola will also modify intrusion sensor settings and update firewall settings as determined by Motorola and will notify Customer of such modifications.

Approved by Motorola Contracts & Compliance: July 22, 2009
Motorola will provide Case Management as set forth herein. The SSC maintains contact with the on-site Servicer until System Restoral occurs and Case is closed. The SSC will continuously track and manage Case activity from open to close through an automated Case tracking process. This Case management allows Motorola to provide activity and performance reports as well as ensures timely resolution of issues.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola’s Service Terms and Conditions or other applicable Agreement(s) to which it is attached and made a part thereof by this reference.

2.0 Motorola has the following responsibilities:

2.1 Provide dedicated Connectivity through a private network connection necessary for monitoring ASTRO 25 System. The Connectivity Matrix set forth below further describes the Connectivity options. NOTICE: If Network Monitoring (a separate Service) is not acquired, an additional fee will be applied to the customer.

2.2 Provide dedicated connectivity necessary for monitoring.

2.3 If determined necessary by Motorola, provide Motorola owned equipment for monitoring ASTRO 25 System elements. If Motorola installs or replaces Motorola owned equipment, the type of equipment and location installed is listed in the Motorola Owned & Supplied Equipment Table.

2.4 Verify Connectivity and Event monitoring prior to System Acceptance or Start Date.

2.5 Coordinate with Customer to maintain Motorola service authentication credentials.

2.6 Continuously receive service requests.

2.7 Perform Continuous monitoring of System Elements as set forth in the Monitored Elements Table.

2.8 Interpret System Events and determine appropriate Response. An appropriate Response could include the following actions: notify customer of activity, continue monitoring the Event for further development, review System log files or transfer the Event information via a Case for dispatch of a Servicer.

2.9 Respond in accordance to pre-defined Response times upon receipt from Customer of Customer managed passwords required for proper access to the Customer’s System.

2.10 Remotely access the Customer’s System to perform remote diagnostics as permitted by Customer pursuant to section 3.1.

2.11 Attempt remote Restoral, as appropriate. Some System functions may be disrupted as necessary to maintain System integrity until further validation of the Event occurs. This may include shutting down applications, applying security tools, resetting box, or instructing Servicer to reload applications and operating system software as necessary. This does not include a technician being physically dispatched.

2.12 Create a Case as necessary when service requests are received. Gather information to perform the following:

2.12.1 Characterize the issue
3.14 Verify with the SSC that Restoration is complete or System is functional, if required by the Repair Verification Preference provided by Customer in accordance with section 3.6.3.

3.15 Comply with the terms of the applicable license agreements between Customer and the Non-Motorola Software copyright owners.

3.16 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the services described in this SOW.

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

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

Motorola disclaims all other warranties with respect intrusion detection sensor signature files, express or implied, including the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Further, Motorola disclaims any warranty concerning the non-Motorola software and does not guarantee that customer’s system will be error-free or immune to viruses or worms as a result of these services.
### Severity Definitions Table

<table>
<thead>
<tr>
<th>Severity Level</th>
<th>Problem Types</th>
</tr>
</thead>
<tbody>
<tr>
<td>Severity 1</td>
<td>- Response is provided Continuously</td>
</tr>
<tr>
<td></td>
<td>- Major System failure</td>
</tr>
<tr>
<td></td>
<td>- 33% of System down</td>
</tr>
<tr>
<td></td>
<td>- 33% of Site channels down</td>
</tr>
<tr>
<td></td>
<td>- This level is meant to represent a major issue that results in an unusable system, sub-system, Product, or critical features from the Customer’s perspective. No Work-around or immediate solution is available.</td>
</tr>
<tr>
<td>Severity 2</td>
<td>- Response during Standard Business Day</td>
</tr>
<tr>
<td></td>
<td>- Significant System Impairment not to exceed 33% of system down</td>
</tr>
<tr>
<td></td>
<td>- System problems presently being monitored</td>
</tr>
<tr>
<td></td>
<td>- This level is meant to represent a moderate issue that limits a Customer’s normal use of the system, sub-system, product, or major non-critical features from a Customer’s perspective</td>
</tr>
<tr>
<td>Severity 3</td>
<td>- Response during Standard Business Day</td>
</tr>
<tr>
<td></td>
<td>- Intermittent system issues</td>
</tr>
<tr>
<td></td>
<td>- Information questions</td>
</tr>
<tr>
<td></td>
<td>- Upgrades/Preventative maintenance</td>
</tr>
<tr>
<td></td>
<td>- This level is meant to represent a minor issue that does not preclude use of the system, sub-system, product, or critical features from a Customer’s perspective. It may also represent a cosmetic issue, including documentation errors, general usage questions, recommendations for product enhancements or modifications, and scheduled events such as preventative maintenance or product/system upgrades.</td>
</tr>
</tbody>
</table>

### On-Site Response Time Table (Customer’s Response Time Classification is designated in the Service Agreement)

<table>
<thead>
<tr>
<th>Severity Level</th>
<th>Standard Response Time</th>
<th>Premier Response Time</th>
<th>Limited Response Time</th>
<th>Restoral</th>
<th>Off Deferral</th>
</tr>
</thead>
<tbody>
<tr>
<td>Severity 1</td>
<td>Within 4 hours from receipt of Notification Continuously</td>
<td>Within 2 hours from receipt of Notification Continuously</td>
<td>Within 4 hours from receipt of Notification Standard Business Day</td>
<td>8 hours</td>
<td>Time provided by Servicer *</td>
</tr>
<tr>
<td>Severity 2</td>
<td>Within 4 hours from receipt of Notification Standard Business Day</td>
<td>Within 4 hours from receipt of Notification Standard Business Day</td>
<td>Within 4 hours from receipt of Notification Standard Business Day</td>
<td>8 hours</td>
<td>Time provided by Servicer *</td>
</tr>
</tbody>
</table>

Approved by Motorola Contracts & Compliance: July 22, 2009
Please note these are Standard Commitment times. The commitment times should be based on the Customers Support Plan.

Provide update **before** the specific contractual commitments come due.

* Note: Provide update to System Support Center **before** Deferral time comes due.

### Connectivity Matrix

<table>
<thead>
<tr>
<th>Private Network Connection</th>
<th>Public Internet Connection</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>IP VPN (All Customers)</strong></td>
<td><strong>IP VPN (Option Available only to Customers outside of the US)</strong></td>
</tr>
<tr>
<td>Standard solution for real-time Connectivity</td>
<td>Non-standard solution for real-time Connectivity</td>
</tr>
<tr>
<td>Dedicated bandwidth configuration provided to monitor Customers</td>
<td>No dedicated bandwidth provided to monitor Customers</td>
</tr>
<tr>
<td>Protected from unauthorized intrusion</td>
<td>Low risk of unauthorized intrusion</td>
</tr>
<tr>
<td>Encryption Available</td>
<td>Encryption Available</td>
</tr>
<tr>
<td>Connectivity available through Motorola</td>
<td>Customer provides Connectivity to the internet via an internet service provider selected by Customer</td>
</tr>
</tbody>
</table>

### Motorola Owned & Supplied Equipment Table

<table>
<thead>
<tr>
<th>Equipment Type</th>
<th>Location Installed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Firewall/Router</td>
<td>Master Site</td>
</tr>
<tr>
<td>System Support Server</td>
<td>Master Site for each Zone</td>
</tr>
</tbody>
</table>
Monitored Elements Table

(Listed by Technology)

<table>
<thead>
<tr>
<th>System Type</th>
<th>Equipment</th>
</tr>
</thead>
<tbody>
<tr>
<td>ASTRO 25 (release 7.x)</td>
<td>Packet Routing Network; Zone Controllers; Database Server; FullVision Server; Zone Statistical Server; Air Traffic Router; System Statistics Server; User Configuration Server; Packet Data Gateway Server; PBX; Interconnect Server; Motorola Gold Elite Gateway (MGEG); AEB; CEB; Conventional Channel Gateway (CCGW); Simulcast RF Site (Site Controllers, Comparators, Stations); Intelli Repeater RF Site (Stations); Intelli Site Repeater RF Site (Site Controllers, Stations); Core, Exit, Gateway, Peripheral, Border, and Site routers, HP Switches master, prime, console and repeater sites switches, GGSN; CWR MOSCAD Overlay (TenSr, Station, Channel Banks, TRAK GPS, Site Power, Microwave) DOES NOT INCLUDE MONITORING OF ANY MOSCAD ALARM POINTS THAT DO NOT DIRECTLY IMPACT THE PERFORMANCE OF THE RADIO NETWORK. DOES NOT INCLUDE MONITORING OF ANYTHING OUTSIDE OF THE RADIO NETWORK UNLESS SPECIFICALLY STATED</td>
</tr>
<tr>
<td>ASTRO 25 (release 6.3 – 6.9)</td>
<td>Nortel; Packet Routing Network; Zone Controllers; Database Server; FullVision Server; Zone Statistical Server; Air Traffic Router; System Statistics Server; User Configuration Server; Packet Data Gateway Server; PBX; Interconnect Server; Motorola Gold Elite Gateway (MGEG); AEB; CEB; ARCADACS Cross Connect Switch; Simulcast RF Site (Site Controllers, Comparators, Stations); Intelli Repeater RF Site (Stations); Intelli Site Repeater RF Site (Site Controllers, Stations); MOSCAD Overlay (TenSr, Station, Channel Banks, TRAK GPS, Site Power, Microwave) DOES not include monitoring of any MOSCAD alarm points that do not directly impact the performance of the radio network. Does not include monitoring of anything outside of the radio network unless specifically stated.</td>
</tr>
<tr>
<td>Security Elements</td>
<td>Core Security Management Server; Firewall; Intrusion Detection Sensors; Anti-virus Management application; Authentication Management application; Centralized Logging Server</td>
</tr>
</tbody>
</table>

(Monitoring and managing Security Elements is dependent on Customer purchasing Core Security Management Server as Equipment with the Customer System)
Statement of Work
2009 Pre-Tested Software Subscription (PTSS)

1.0 Definitions
Terms that are capitalized but not defined in this Statement of Work shall have the
definition given to such terms in the Service Terms and Conditions, the Communications
System Agreement or other applicable agreement. The following terms have the
following meanings:

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

1.2 System: The Motorola ASTRO® 25 System Release 7.4 or later radio System.

1.3 Supported Release: Pre-Tested Software Subscription – PTSS supports the
current ASTRO 25 7.X System and 3 previous System Releases starting with the 7.4
System Release. For an additional fee, support for up to five release back can be
obtained. Please see appropriate model and option numbers on ECAT for further details.

2.0 Description of Services
With Pre-Tested Software Subscription (“Service”), Motorola pretests the updated
commercial anti virus definitions for the Microsoft Windows based boxes on a System.
This Service includes Motorola obtaining Microsoft Security Updates for Windows
operating system, Solaris recommended patch bundles, Red Hat Linux security patches,
anti-virus definitions* and intrusion detection sensor updates for Motorola supplied
equipment from applicable original equipment manufacturer (OEM). Motorola will
evaluate and pre-test each update on Motorola’s ASTRO 25 test System components for
operational impact. Motorola’s verification and evaluation process for anti-virus
definitions will consist of applying each update to an appropriate ASTRO 25 system
release that corresponds and is consistent with supported** & fielded systems. Each
assessment will consist of no less than 36 hours of examination time to evaluate the
impact each anti-virus update has to the system. Upon satisfactory completion of the
assessment pertaining to anti-virus signatures, these updates will be provided on a weekly
basis either automatically or through connecting to Motorola’s secured extranet
connection. When anti-virus definitions classified as Category 4 (Severe, difficult to
contain) and Category 5 (Very Severe, very difficult to contain) by the commercial
supplier are released, Motorola will determine if a high-priority release is necessary.
Operating system updates/patches will be made available to our customers electronically

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upon successful testing in our lab environments on a monthly basis for Microsoft patches and on a quarterly basis for all others.

**NOTICE:** Automatic anti-virus and IDS updates are only available through our security monitoring offering. Motorola will perform testing only on standard configurations certified by Motorola System Integration Testing (SIT) and Motorola supplied equipment/software prior to making an update available to Customers.

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

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

The customer will be responsible for deploying Microsoft, Oracle, Sun Microsystems, UNIX, and Linux security updates from a Motorola provided secured extranet Web site. Antivirus and IDS updates will be capable of pushed automatically to the customer ASTRO25 network only if network security monitoring is acquired by the customer. If there is a recommended configuration change that is successfully tested on the ASTRO 25 test System, Motorola will provide detailed instructions for performing the configuration change. Pre-Tested Software Subscription - PTSS does not include software for system upgrades or implementation of any recommended remediation.

**Inclusions:** Pre-Tested Software Subscription - PTSS will support Motorola’s current ASTRO 25 System 7.4 or later and 3 previous System Releases.

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

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3.0 Motorola has the following responsibilities:

3.1 Obtain anti-virus definitions for the Microsoft Windows platform, intrusion detection sensor signatures for Motorola supplied IDS, Microsoft Security Updates for Windows Operating system, Solaris operating system recommended patch bundles, and Red Hat Linux security patches from Motorola selected commercial suppliers.

3.2 Evaluate anti-virus definitions classified as Category 4 and 5 by Motorola selected commercial supplier to determine if a high-priority release is required. Motorola in its discretion will determine the urgency of the update based on the impact to the System.

3.3 Identify and document latest System vulnerabilities and compliance issues discovered during quarterly vulnerability scan performed in Section 3.4.

3.4 Investigate new vulnerabilities and compliance issues that are identified in Sections.

3.5 To determine a recommended response. Recommended response may include, but is not limited to, not applicable to ASTRO 25 System, deploy security software updates; deploy operating system security updates or patches; implement configuration changes; upgrade to current ASTRO 25 System Release (actual upgrade expense not included in this service offering); or recommending a compensating control.

3.6 Pre-test recommended remediation when applicable and make documentation and/or software updates available to Customer electronically.

3.7 Provide documented response with recommended remediation when applicable for all new vulnerabilities quarterly or at Motorola’s discretion to Customer electronically.

3.8 Test anti-virus definitions, intrusion detection sensor signatures, and operating system security updates/patches by deploying them on a dedicated ASTRO 25 test System with the standard supported configurations, which include Motorola’s then current approved cohabitated applications.

3.9 Confirm that tested anti-virus definitions, intrusion detection sensor signatures, and operating system security updates/patches do not degrade or compromise System functionality on dedicated test System within the standard supported configurations.

3.10 Address issues identified during testing to support functionality under the procedures specified in 3.10 above by working with Motorola selected commercial supplier or Motorola product development engineering team.

3.11 Release pre-tested anti-virus definitions and intrusion detection sensor signatures for Motorola supplied IDS electronically on a weekly basis upon successful completion of the weekly test cycle to be completed one week after release by commercial supplier unless an issue is detected or within 36 hours from Motorola selected commercial

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supplier's Category 4 & 5 certified virus definitions being available or at Motorola's discretion if determined by Motorola to be a high-priority release. Release may include the anti-virus definition file, intrusion detection sensor signatures, updated configuration files, instructions and other information deemed pertinent by Motorola.

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

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

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

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

4.0 Customer has the following responsibilities:

4.1 Provide means for accessing pre-tested files electronically.

4.2 Deploy pre-tested files on Customer System as instructed in the “Read Me” text provided.

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

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

4.5 Identify one point of contact for issues specific to Pre-Tested Software Subscription.

4.6 Cooperate with Motorola and perform all acts that are reasonable and/or necessary to enable Motorola to electronically provide Pre-Tested Software Subscription – PTSS to Customer.

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

4.8 Adhere closely to the System Support Center (SSC) troubleshooting guidelines provided upon system acquisition. A failure to follow SSC guidelines may cause

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Customer and Motorola unnecessary or overly burdensome remediation efforts that may result in a service fee to Customer.

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

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

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

NICE Gold Maintenance

Overview
Motorola utilizes NiceLog to provide a complete, reliable and robust solution for Customer audio recording requirements.

1.0 Description of Services
Motorola System Support Center (SSC) will initiate the Customer service request to NICE. NICE will deliver services identified in the NICE Gold Maintenance tables provided in this SOW. Post warranty services provided by NICE include phone coverage, on site support and hardware support for applicable NICE Logging. Equipment integrated within a Motorola network or Vortex console.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola’s Service Terms and Conditions or other applicable Agreement to which it is attached and made a part thereof by this reference.

2.0 Motorola has the following responsibilities:

2.1 Respond to request for post warranty support for the Restoration of a failed System.
2.2 Collect model, serial number information, customer name and customer contact.
2.3 Provide a case number.
2.4 Contact NICE support and provide them with customer, case number, model, and serial number information. NICE will contact the customer/field team and work the issue to completion.
2.5 Advise caller of procedure for determining any additional requirements.
2.6 Coordinate resolutions with agreed upon third party vendor.
2.7 Close the case once the NICE issue has been resolved.

3.0 Customer has the following responsibilities:

3.1 Contact Motorola System Support Center (SSC) to initiate a service request.
3.2 Provide model and serial number.
3.3 Provide a contact name and contact phone number.

4.0 NICE has the following responsibilities:

4.1 Provide repair return authorization numbers to Customer.
4.2 Provide services in accordance with Table 1, per the time zone where the equipment resides, Monday through Friday, excluding NICE’s published holidays and within the normal response times.
4.3 Receive malfunctioning hardware from Customer and document its arrival, repair and return.
4.4 Perform the following service on NICE hardware:
   4.4.1. Replace malfunctioning components. NICE will use commercially reasonable efforts to repair or replace, in its discretion, any hardware found to be defective under normal and proper use and service during the contract period. An in-coverage unit will be repaired and returned at no charge except for under the following conditions:
   (1) The unit has been modified or damaged due to improper packaging; or
   (2) If a unit is received for repair and found operable in accordance with current NICE standards, it will be classified as “no trouble found” and it will be returned in the same condition in which it was received.
4.5 Coordinate any repair activity with Motorola and Customer to ensure resolution
4.6 On-site reporting, the NICE service provider (SP) will:
   4.6.1. Arrive at the Customer site and go directly to the Customer contact
   4.6.2. When SP is ready to leave, notify the Customer contact
   4.6.3. Provide verbal reports to the Customer contact on all work complete and in progress by NICE
4.6.4. Sign out and leave with the Customer contact a visit report of the work accomplished by NICE and the outstanding issues
4.7 Provide to the Customer contact within one (1) week of the on-site visit a follow-up report on any outstanding issues
4.8 Contact Motorola System Support Center to close the case
4.9 Perform services according to NICE service priorities

Table 1

<table>
<thead>
<tr>
<th>Support Coverage</th>
<th>Twenty-four (24) hours, seven (7) days per week</th>
</tr>
</thead>
<tbody>
<tr>
<td>Call Back Response Time</td>
<td>Sixty (60) minutes after receipt of call from authorized representative</td>
</tr>
<tr>
<td>On-Site Response Time for Priority 1 Service Issues</td>
<td>Four (4) hours</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Gold Available within a 4 Hour Drive Time</th>
<th>Priority 1</th>
<th>Priority 2</th>
<th>Priority 3</th>
<th>Priority 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phone Availability</td>
<td>24/7</td>
<td>24/7</td>
<td>24/7</td>
<td>24/7</td>
</tr>
<tr>
<td>Support Coverage</td>
<td>24/7</td>
<td>24/7</td>
<td>24/7</td>
<td>24/7</td>
</tr>
<tr>
<td>Call Back Response Time</td>
<td>60 minutes</td>
<td>120 minutes</td>
<td>24 hours</td>
<td>24 hours</td>
</tr>
<tr>
<td>On Site Response Times*</td>
<td>4 hours</td>
<td>24 hours</td>
<td>48 hours</td>
<td>48 hours</td>
</tr>
</tbody>
</table>

*On Site Response Time are in effect following the determination that on site support is required. Repair parts are shipped overnight, unless otherwise pre-arranged. The arrival of the technician and the shipped parts will be coordinate to coincide.

Priority 1 – Critical Failure – In a 100% recording environment, any failure of equipment, NICE software or communications to the NICE products which results in loss of recording channels or data, or if allowed to persist will result in such recording loss.

Priority 2 – Major Problem – Any problem resulting in loss of ability to retrieve calls or loss of replay functionality for two or more workstations.

Priority 3 – Product Anomaly – Any problem affecting one or more workstations which does not result in a loss of recording or replay but nevertheless results in diminished Product response or performance, for example if an administrator loses the ability to add or delete users.

Priority 4 – System Inquiry, planned intervention or request for information.

4.10 Software Upgrades - NICE’s standard maintenance services shall include installation of only such software updates to the NICE software which, in NICE’s sole discretion, are necessary to ensure efficient operation of the products (“NICE Software Updates”). NICE will provide Customer with a version of the NICE Software Update for Customer to review and authorize for installation. Upon such installation, Customer shall receive a copy of all written materials necessary to allow Customer to operate such NICE Software Updates. All NICE Software Updates are licensed for use solely on the Equipment on which the relevant NICE Software was first installed and shall, unless otherwise set forth herein, be governed by the terms and
conditions of the software license for the NICE Software executed by both parties ("NICE Software License").

5.0 Ineligible Products—Additional Service fees shall apply for any maintenance provided by NICE for any and all individual products that are damaged by causes not caused directly by the gross negligence or intentional misconduct of NICE and external to the relevant individual product, including without limitation, damages to a individual product caused by: (i) neglect, mishandling, misuse and/or unauthorized repair by anyone other than NICE or a NICE certified technician; (ii) failure to maintain the Site in accordance with NICE's installation site specifications ("Installation Site Specifications"); (iii) relocation from the Site specified by the parties; (iv) use by anyone other than NICE or a NICE certified technician for purposes other than those for which it was designed, as described in the applicable documents, Operating Manuals and/or specifications provided by NICE; (v) use by anyone other than NICE or a NICE certified technician or material or supplies, including without limitation software and firmware programming, that do not meet NICE's specifications and instructions; (vi) use of the Products with any Non-Nice Hardware and/or (vii) an accident, transportation, improper cooling or humidity control, failure to telephone equipment or communication lines, failure or fluctuation of electrical power, other unusual physical or electrical stress and/or failure of interconnect equipment not provided by NICE or a NICE certified technician.

6.0 In addition to any exclusions named in Section 7.0 of the Terms and Conditions or in any other underlying Agreement to which this SOW is attached, the following items are excluded:

1. All Infrastructure over seven (7) years from product cancellation date
2. Physically damaged Infrastructure
3. Third party Equipment not shipped by Motorola
4. Consumable items including, but not limited to, batteries, connectors, cables, tone/ink cartridges
5. Test Equipment
6. Racks, furniture and cabinets
7. Firmware and/or Software upgrades

<table>
<thead>
<tr>
<th>Data System Infrastructure Exhibit</th>
<th>Inclusions, Exclusions, Exceptions and Notes for Infrastructure Repair</th>
</tr>
</thead>
<tbody>
<tr>
<td>Logging Recorder</td>
<td>Includes NICE logging Recorders</td>
</tr>
<tr>
<td></td>
<td>Excludes all other technologies</td>
</tr>
<tr>
<td>Playback Station</td>
<td>Excluded</td>
</tr>
<tr>
<td>Rack Mounts/Shelves</td>
<td>Includes NICE rack mount/shelf ONLY</td>
</tr>
<tr>
<td></td>
<td>Excludes all other technologies</td>
</tr>
<tr>
<td>Servers/Storage Center</td>
<td>Includes NICE servers/storage centers ONLY</td>
</tr>
<tr>
<td></td>
<td>Excludes all other technologies</td>
</tr>
<tr>
<td>Workstation</td>
<td>Excluded</td>
</tr>
</tbody>
</table>
Products Included in the Motorola Service Agreement

Dispatch Service

The Call Center Operation at Motorola’s TL-9000 certified System Support Center (SSC) is the County’s single point of contact for service issues. This service ensures that trained and qualified technicians are dispatched to diagnose and restore your communications network. Following proven response and restoration processes, the local authorized service center in your area is contacted and a qualified technician is sent to your site. An automated escalation and case management process is followed to ensure that technician site arrival and system restoration comply with contracted response and restore times. Once the issue has been resolved, the System Support Center verifies resolution and with your approval, closes the case. Activity records are also available to provide a comprehensive history of site performance, issues and resolution.

Technical Support

The System Support Center is staffed by experienced and degreed technologists who have attained industry-standard networking certifications and technology specialization. With an average of 10-15 years of experience working with complex communications systems, the technologists work closely with Dispatch Operations and with local authorized field technicians to ensure rapid resolution and closure of all network issues. A phone call to the Call Center’s toll-free phone number initiates an electronic customer service request (case) and begins the response process to the appropriate degree required.

Technical Support is available 24-hours a day 7 days a week. Our System Support Center staff will work with your local service organization to address questions related to your system. System Support Center technologists can access your system remotely to more clearly define a problem and determine the area of failure in order to decide on the most suitable action plan. If the problem is beyond the scope of the System Support Center, they will contact key personnel who are involved with the design, development, and manufacture of your communications products to determine a swift resolution.
ASTRO 25 Network Security Monitoring Service

Network Security Monitoring includes the remote monitoring of the radio network as well as the management of the Motorola security elements on premise. Network Security Monitoring provides the County with a management partner to provide end-to-end watch and restoration of your system. The combined service of network monitoring and security monitoring provides all of the essential elements for rapid detection of security events, timely responses and quick recovery.

In the event a security incident threatens the radio network, the Network Operations Center (NOC) and Security Operations Center (SOC) teams working together can quickly identify the security issue, engage the world’s security community if need be, work to contain the threat, and quickly begin remediation. Our NOC and SOC are collocated, have visibility to the same case data, have access to each other’s escalation tiers, and are able to instantly share information to quickly identify and resolve issues.

Additionally, our NOC and SOC teams have visibility to many systems worldwide as well as the world’s security community. The combination gives a view greater than the sum of the individual views. The combined network and security monitoring service leverages that combined view and bring radio network expertise and security expertise to bear. This tight coupling of NOC and SOC capabilities and expertise ensures rapid event detection and incident response. It saves valuable time when time is of the essence.

Highly trained System Support Center technologists employ specialized tools to continuously monitor security equipment in real-time collecting, detecting, and analyzing events and suspicious activity. Intervention occurs as necessary and often before a potential problem becomes apparent, even to end-users. Network Security Monitoring also includes preparedness features designed to keep the security elements fully up-to-date ensuring the latest security software upgrades are pre-tested and certified as described below.

Pre-Tested Software Subscription (PTSS)

Commercial security software updates are often designed without RF systems in mind and can cause inadvertent harm to your radio network, disrupting mission-critical communications, and putting your first responders and citizens at risk. Motorola’s Pre-Tested Software Subscription (PTSS) assures that commercial anti-virus definitions, operating system software patches, and Intrusion Detection Sensor signature files are compatible with your ASTRO 25 system and do not interfere with network functionality. Our expert network security technologists analyze, perform testing, and validate the latest security software updates in a dedicated test lab. We also provide continuous monitoring of updates to provide you regular electronic updates upon completion of successful testing.
On-Site Infrastructure Response

Motorola OnSite Infrastructure Response provides local, trained and qualified technicians who arrive at your location to diagnose and restore your communications network. Following proven response and restore processes, Motorola Dispatch contacts the local authorized service center in your area and dispatches a qualified technician to your site. An automated escalation and case management process ensures that technician site arrival complies with contracted response times. The field technician restores the system by performing first level troubleshooting on site.

Infrastructure Repair

Infrastructure Repair with our Advanced Replacement upgrade during warranty supplements your spares inventory with Motorola's centralized inventory of critical equipment. In advance of Motorola repairing the malfunctioning unit, a replacement unit is sent to you within 24 hours to ensure a spare unit is available. Upon receipt of the malfunctioning unit, Motorola repairs the unit and replaces it in our centralized inventory.

Infrastructure Repair service provides for the repair of all Motorola-manufactured equipment, as well as equipment from third-party infrastructure vendors. All repair management is handled through a central location eliminating your need to send equipment to multiple locations.

Comprehensive test labs replicate your network in order to reproduce and analyze the issue. State-of-the-art, industry-standard repair tools enable our technicians to troubleshoot, analyze, test and repair your equipment.

Network Preventative Maintenance

Network Preventative Maintenance provides an annual operational test and alignment on your infrastructure or fixed network equipment to ensure that it meets original manufacturer's specifications. Trained technicians:

- Physically inspect equipment.
- Remove dust and foreign substances.
- Clean filters.
- Measure, record, align and adjust equipment to meet original manufacturer's specifications.

This service is performed based on a schedule agreed upon between the County and Motorola. Network Preventative Maintenance proactively detects issues that may result in system malfunctions and operational interruptions.
Software Subscription Agreement

Motorola will provide a Software Subscription program in order to keep the County’s system operating with current functionality and to prolong the useful life of the system.

Under the Software Subscription program, Motorola will provide periodic bulletins that describe available System Releases. System Releases provide minor software performance improvements and bug fixes. As a subscriber to our Software Subscription program, the County may order any available System Release. One release will be provided without charge (excluding the cost of options not already part of your system) during the warranty period. Following the warranty period, Motorola has proposed a Software Subscription program that will provide all System Releases for all Motorola and third party software within the County’s system.
2.12.2 Determine a plan of action
2.12.3 Assign and track the Case to resolution.
2.13 Ensure the required personnel have access to Customer information as needed.
2.14 Disable and enable System devices, as necessary, for Servicers.
2.15 Servicer will perform the following on-site:
   2.15.1 Run diagnostics on the Infrastructure or FRU.
   2.15.2 Replace defective Infrastructure or FRU, as applicable to security components
           provided by or approved by Motorola. Customer, Servicer or Motorola may
           provide Infrastructure or FRU.
   2.15.3 Provide materials, tools, documentation, physical planning manuals,
           diagnostic/test equipment and any Security requirements necessary to perform the
           Maintenance service.
   2.15.4 If a third party Vendor is needed to restore the System, the Servicer may
           accompany that Vendor onto the Customer’s premises.
2.16 Verify with Customer that Restoration is complete or System is functional, if
required by Customer’s repair Verification preference described in the Customer
Support Plan required by section 3.6. If Verification by Customer cannot be
completed within 20 minutes of Restoration, the Case will be closed and the Servicer
will be released.
2.17 Escalate the Case to the appropriate party upon expiration of a Response time.
2.18 Close the Case upon receiving notification from Customer or Servicer, indicating
the Case is resolved.
2.19 Notify Customer of Case Status, as described in the Customer Support Plan at the
following Case levels:
   2.19.1 Open and closed; or
   2.19.2 Open, assigned to the Servicer, arrival of the Servicer on site, deferred or delayed,
           closed.
2.20 Obtain intrusion detection sensor (IDS) signatures for Motorola supplied IDS, from
Motorola selected commercial suppliers.
2.21 Address issues identified during testing to support functionality under the
procedures specified in 2.22 above by working with Motorola selected commercial
supplier or Motorola product development engineering team.
2.22 Maintain annual Customer licenses for intrusion detection sensor signatures for
IDS supplied to Customer by Motorola with Motorola selected commercial supplier.
2.23 Provide the following reports, as applicable:
   2.23.1 Case activity reports to Customer.
   2.23.2 Network Security Monitoring Service reports for Customer System(s).
2.24 Apply additional support charges above and beyond the contracted service
agreements that may apply if it is determined that System faults were caused by the
Customer making changes to critical System parameters.
3.0 Customer has the following responsibilities:

3.1 Allow Motorola Continuous remote access to obtain System availability, performance and configuration data.

3.2 Allow Motorola to access System if firewall has been installed; provide permanent/dedicated access for SNMP traps (outbound) and ZDS polling (inbound).

3.3 Provide continuous utility service to any Motorola equipment installed or utilized at Customer’s premises to support delivery of the Service.

3.4 Maintain and manage any equipment outside of the System.

3.5 Provide Motorola with pre-defined Customer information and preferences prior to Start Date necessary to complete Customer Support Plan.

  3.5.1 Provide 7/24 security contact and escalation list
  3.5.2 Case notification preferences and procedures
  3.5.3 Repair Verification preference and procedure
  3.5.4 Database and escalation procedure forms.
  3.5.5 Submit changes in any information supplied in the Customer Support Plan to the Customer Support Manager.

3.6 Provide the following information when initiating a service request:

  3.6.1 Assigned System ID number
  3.6.2 Problem description and site location
  3.6.3 Other pertinent information for Motorola to open a Case.

3.7 Provide all Customer managed passwords required to access the Customer’s System to Motorola upon request or when opening a Case to request service support or enable Response to a technical issue.

3.8 Notify the SSC when Customer performs any activity that impacts the System.

(Activity that impacts the System may include, installing software or hardware upgrades, performing upgrades to the network, or taking down part of the System to perform maintenance.)

3.9 As necessary, upgrade System to Supported System Release as specified in paragraph 2.22.

3.10 Allow Servicers access to Equipment (including any Connectivity or security monitoring equipment) if remote service is not possible.

3.11 Allow Servicers access to remove Motorola owned server upon cancellation of service as set forth in paragraph 2.2.

3.12 Supply Infrastructure or FRU, as applicable, in order for Motorola to Restore the System as set forth in paragraph 2.15.2.

3.13 Maintain and store in an easily accessible location System backups and any/all Software needed to restore the System.

Approved by Motorola Contracts & Compliance: July 22, 2009