

RESOLUTION NO. 2020-02

**A RESOLUTION OF THE BOARD OF DIRECTORS OF  
THE SILICON VALLEY REGIONAL  
INTEROPERABILITY AUTHORITY APPROVING OF THE  
BIDDING PROCESS AND FINDING CONSISTENCY WITH  
PURCHASING ORDINANCES FOR THREE MOTOROLA  
AGREEMENTS**

**WHEREAS**, the Silicon Valley Regional Interoperability Authority (the "Authority"), is a joint powers agency duly organized and existing under and by virtue of the laws of the State of California; and

**WHEREAS**, the Authority when formed was required to choose one of its Member's ordinances to control its purchasing and other functions; and

**WHEREAS**, the Joint Powers Authority Agreement for the Authority adopted the ordinances of the City of Cupertino as the controlling ordinances for purchasing and other functions; and;

**WHEREAS**, the Board of Directors ("Board") finds that the Cupertino Municipal Code provision at 3.22.060(B) which states: "Such action shall be taken after the formal competitive bidding procedures described in this section are followed, unless pursuant to a written recommendation of the City Manager, the City Council finds that the use of the formal competitive bidding procedure is not practical due to limitations on source of supply, necessary restrictions in specifications, necessary standardization, quality considerations, or if other valid reasons for waiving the formal competitive bidding process procedures appear. Upon making such a finding, the Council may direct the Purchasing Officer to dispense with the formal competitive procedure and make the purchase on the open market or through any other procedure which meets the City's requirements." Has been met based upon the findings outlined below; and

**WHEREAS**, the Board of the Authority determines, based upon the findings described below that the purchasing requirements of the City of Cupertino and the laws of the State of California have been met for the Motorola Communications Equipment and Services Agreement, Radio Upgrade Program Addendum and Subscription Services Addendum; and makes the following findings:

**FINDINGS:**

The Executive Director and General Counsel recommend that the Board determine that the proposed Motorola agreements including the Communications Equipment and Services Agreement, Radio Upgrade Program Addendum and the Subscription Services Addendum have met the competitive bid purchasing requirements which are required by the laws of the City of Cupertino. The competitive bid process is detailed in the contract and attachments proposed by Motorola. The Houston-Galveston Area Council ("H-GAC"), who acting as the agent for various local governmental entities who are "End Users" under interlocal agreements has solicited proposals for radio communications equipment and conducted discussions with Motorola concerning its proposal and, where applicable, in accordance with the competitive procurement


procedures of local law and on July 25, 2018, H-GAC and Motorola entered into a contract (the "Contract"), which provides that End Users may purchase radio communications equipment from Motorola pursuant to certain terms contained in the contract. Based upon the H-GAC agreement, Motorola wishes to enter into a long-term agreement with SVRIA to extend the discounted pricing to our Member and Participant agencies to purchase specific radio communications equipment from Motorola. The H-GAC contract is a national cooperative purchasing agreement that is competitively bid regularly. The list of equipment covered under the proposed purchasing agreement is detailed in the Motorola exhibits attached to the Communications Equipment and Services Agreement.

Over 400 California governmental entities have used the H-GAC purchasing discounts including six within the County of Santa Clara including the City of Mountain View, City of Santa Clara, Town of Los Gatos, Campbell Union School District, Milpitas Union School District and the Sunnyvale School District.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SILICON VALLEY REGIONAL INTEROPERABILITY AUTHORITY AS FOLLOWS:**

1. The competitive bidding process is approved and the Board has determined that that the H-GAC processes are consistent with the bidding procedures permitted by California law and City of Cupertino procedures and ordinances, for purposes of entering into these agreements with Motorola.

Dated this 3rd day of June, 2020.

  
Mike Wasserman  
Chair Board of Directors of SVRIA

## **Communications Equipment and Services Agreement**

Motorola Solutions, Inc. ("Motorola") and Silicon Valley Regional Interoperability Authority ("SVRIA" or "Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the Equipment and Services, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." The term "Customer" also includes any Member or Participant in the Silicon Valley Regional Interoperability Authority ("SVRIA") to the extent that such Member or Participant may issue purchase orders as Eligible Purchasers for Equipment or Services for use on the Silicon Valley Regional Communications System ("SVRCS") and shall include language on each purchase order that references this Agreement and acknowledges the order shall be controlled by this Agreement. A list of the Parties who may become a Customer by issuing a purchase order is attached as Exhibit F – Eligible Purchasers. For good and valuable consideration, the Parties agree as follows:

WHEREAS, Customer desires to purchase from Motorola and Motorola desires to sell to Customer Communications Equipment and/or Services; and

WHEREAS, SVRIA has already purchased from Motorola the entire Silicon Valley Regional Communication System ("SVRCS"); and

WHEREAS, SVRIA ,its Members or Participants may wish to purchase equipment and/or services from Motorola in the future; and

WHEREAS, this Agreement is intended to provide a vehicle for these future purchases of equipment and/or services from Motorola for the use of SVRIA Members, Participants or SVRIA itself; and

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

WHEREAS, the SVRIA Board will approve of a Resolution outlining the competitive bidding processes and make a determination that the H-GAC processes are consistent with the bidding procedures permitted by California law and City of Cupertino procedures and ordinances; and

WHEREAS, on July 25, 2018, H-GAC and Motorola entered into a contract (the "Contract"), which provides that End Users may purchase radio communications equipment from Motorola pursuant to certain terms contained therein; and

WHEREAS, pursuant to Article 2 of the Contract Special Provisions, Motorola and Customer now wish to enter into this Agreement to delineate the specific terms of the purchase of radio communications equipment from Motorola by Customer.

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

### **Section 1 ATTACHMENTS**

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

Exhibit A "Motorola Software License Agreement"

Exhibit B "List of Products, Discounts and Payment"

Exhibit C Technical and Implementation Documents

C-1 "System Description" dated \_\_\_\_\_

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

Exhibit D "System Acceptance Certificate"

Exhibit E Cooperative Purchasing Program of Houston-Galveston Area Council of Governments ("HGAC") and Motorola's master agreement with HGAC, executed July 25, 2018, and identified as Contract No. RA-05-15

Exhibit F Eligible Purchasers

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

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

## Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

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

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

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

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

**"Confidential Information"** means all information consistent with the fulfillment of this Agreement that is (i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. Confidential Information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent. Motorola acknowledges that Customer is a public entity subject to the State of California Public Records Act. If a public request is made to examine information that Motorola considers confidential information, Customer will inform Motorola of said request and Motorola will be responsible to take any and all action necessary, including court action, to prevent said information from being disseminated. Confidential information includes but is not limited to trade secret

information which would include, for example, Motorola documentation detailing a formula, program, device, method, process, pattern, or technique.

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

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

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

**“Effective Date”** means that date upon which the last Party executes this Agreement.

**“Eligible Purchaser”** means the SVRIA or any of its Members or Participants (see Exhibit F for listing of Eligible Purchasers). SVRIA is not financially responsible for payment for any purchase made directly by a SVRIA Member or SVRIA Participant through their own Purchase Orders. SVRIA is only financially responsible for purchases made by directly by SVRIA for the benefit of SVRIA.

**“Equipment”** means the hardware components of the Solution that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in Exhibit B List of Products, Discounts, and Payment.

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

**“Force Majeure”** means an event, circumstance, or act that is beyond a Party’s reasonable control, such as an act of God, an act of the public enemy, an act of a government entity not including any party to this Agreement, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause.

**“Motorola Software”** means software that Motorola or its affiliated companies owns.

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

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

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

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

whether made by Motorola or another party.

**“Services”** means system implementation, maintenance, support, subscription, or other professional services provided under this Agreement, which may be further described in the applicable Addendum and/or SOW.

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

**“Software License Agreement”** means the Motorola Software License Agreement (Exhibit A).

**“Software Support Policy” (“SwSP”)** means the policy set forth at <http://www.motorolasolutions.com/softwarepolicy> describing the specific technical support that will be provided to Customers under the Warranty Period and during any paid maintenance support period for Motorola Software. .

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

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

**“Specifications”** means the functionality and performance requirements that are described in the Technical and Implementation Documents.

**“SUA” or “SUA II”** means Motorola’s Software Upgrade Agreement program.

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

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

**“System Acceptance”** means the Acceptance Tests have been successfully completed.

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

**“Warranty Period”** unless an extended warranty is purchased by Customer, the warranty for System Hardware, Software, or services related to system implementation means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first. Unless otherwise stated in the applicable Addendum, Warranty Period for other Services means ninety (90) days from performance of the Service.

### **Section 3      SCOPE OF AGREEMENT AND TERM**

3.1.      **SCOPE OF AGREEMENT.** During the term of this Agreement, Customer has the right (but not the duty) to purchase from time to time Products and related services from Motorola, including parts. Pricing for the Products and per diem services will be pursuant to Exhibit B, List of Products, Discount,

and Payment. Pricing for services provided on a basis other than per diem will be specially quoted. Motorola will provide, ship, and install (if applicable) the Products, and perform the services and its other contractual responsibilities, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

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

3.3. **TERM.** Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues for a period of 8 years or until the date of Final Project Acceptance or expiration of the Warranty Period, or completion of the Services, whichever occurs last. The term and the effective date of recurring Services will be set forth in the applicable Addendum. This Agreement may be extended upon mutual agreement of the parties..

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

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

3.6. **NON-MOTOROLA SOFTWARE.** Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software.

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

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

by giving written notice to Seller which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

## **Section 4 SERVICES**

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

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

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

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

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

4.5. **TOOLS.** All tools, equipment, dies, gauges, models, drawings, or other materials paid for or furnished by Motorola for the purpose of providing Services under this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Upon termination of the contract for any reason, Customer shall return to Motorola all equipment delivered to Customer that Customer has not



already paid for and is a Tool as defined by this Section.

4.6. COVENANT NOT TO EMPLOY. For the first year of this of this Agreement , Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering Services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

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

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

4.9. NON-PRECLUSION. If, as a result of the Services performed under this Agreement, Motorola recommends that Customer purchase products or other services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer, with the exception of when Motorola consults directly on or drafts an RFP on behalf of Customer. Motorola is specifically prohibited to bid on any RFP or RFQ where it has drafted or provided extensive assistance on the drafting of the RFP or RFQ.

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

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

## **Section 5 PERFORMANCE SCHEDULE**

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

## **Section 6 CONTRACT PRICE, PAYMENT AND INVOICING**

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

6.2. CONTRACT PRICE. The Contract Price in U.S. dollars is not to exceed \$60,000,000.

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

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

6.5. **INVOICING AND SHIPPING ADDRESSES.** Purchase orders must include language on each purchase order that references this Agreement and acknowledge the order shall be controlled by this Agreement. All purchase orders must also include the Eligible Purchaser's (1) email address for invoices; (2) physical address; and (3) shipping address.

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

## **Section 7      SITES AND SITE CONDITIONS**

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

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

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

## **Section 8      TRAINING**

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

## **Section 9        SYSTEM ACCEPTANCE**

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

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

9.3.    BENEFICIAL USE. Motorola acknowledges that Customer has beneficial use of the SVRCS. This paragraph only applies to future use of any new System which may be purchased by SVRIA, SVRIA's Members or Participants and does not apply to the current SVRCS. Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the System before System Acceptance. Therefore, Customer will not commence Beneficial Use before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.

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

## **Section 10      REPRESENTATIONS AND WARRANTIES**

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

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

10.3.   SOFTWARE WARRANTY. Except as described in the SwSP and unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Software in accordance with the warranty terms set forth in the Software License Agreement and the provisions of this Section that are applicable to the Software. If System Acceptance is delayed beyond six (6) months after

shipment of the Motorola Software by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software, unless Customer has purchased an extended warranty. **Nothing in this Warranty provision is intended to conflict or modify the Software Support Policy. In the event of an ambiguity or conflict between the Software Warranty and Software Support Policy, the Software Support Policy governs.**

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

10.5. SERVICE WARRANTY. During the Warranty Period, Motorola warrants that the Services will be provided in a good and workmanlike manner and will conform in all material respects to the applicable Statement of Work. Services will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed, unless Customer has purchased an extended warranty. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola to Customer (collectively, "recommendations"). Motorola makes no warranties concerning those recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the recommendations and the results to be realized from implementing them.

10.6. WARRANTY CLAIMS. To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim in good faith. If this investigation confirms a valid Equipment or Software warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. These actions will be the full extent of Motorola's liability for the warranty claim. In the event of a valid Services warranty claim, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. If this good faith investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

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

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

## **Section 11 DELAYS**

11.1. FORCE MAJEURE. Neither Party will be liable for its non-performance or delayed performance if

caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule or applicable Addenda for a time period that is reasonable under the circumstances.

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

## **Section 12      DISPUTES**

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

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

12.2. **NEGOTIATION.** Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

12.3. **MEDIATION.** The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive or Executive Director or his or her designee with authority to settle the Dispute.

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

12.5. **CONFIDENTIALITY.** All communications pursuant to subsections 12.2 and 12.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

## **Section 13      DEFAULT AND TERMINATION**

13.1. **DEFAULT BY A PARTY.** If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force

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

13.2. **FAILURE TO CURE.** If a defaulting Party fails to cure the default as provided above in Section 13.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed to the date of termination.

13.3 In accordance with Article XVI, Section 18 of the California Constitution, if in any fiscal year subsequent to the execution of this AGREEMENT, Customer fails to appropriate money for the purpose of funding this AGREEMENT, this AGREEMENT shall terminate effective upon the close of business on the last day of the fiscal year for which funding has been appropriated. Should the Agreement be terminated pursuant to this provision Customer will be responsible for paying for any services or equipment purchased prior to the date of termination. The Members or Participants will be responsible for any cost adjustments due to failure to purchase the requisite number of subscriber units under the RUA.

## **Section 14 INDEMNIFICATION**

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

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

### **14.3. PATENT AND COPYRIGHT INFRINGEMENT.**

14.3.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in

writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

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

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

14.3.4. This Section 14 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 14 are subject to and limited by the restrictions set forth in Section 15.

## **Section 15      LIMITATION OF LIABILITY**

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or implementation and other one-time Services with respect to which losses or damages are claimed. With respect to all subscription or other ongoing Services and unless as otherwise provided under the applicable Addenda, Motorola's total liability will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Services preceding the incident giving rise to the claim. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, LOSS TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.** This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

## **Section 16      CONFIDENTIALITY AND PROPRIETARY RIGHTS**

## 16.1. CONFIDENTIAL INFORMATION.

16.1.1. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this Agreement. All Deliverables will be deemed to be Motorola's Confidential Information. During the term of this Agreement and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not copy, reproduce, reverse engineer, decompile, or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (vi) only use the Confidential Information as needed to fulfill this Agreement. Notwithstanding anything contained herein to the contrary, Motorola acknowledges that Customer is a public entity subject to the State of California Public Records Act. If a public request is made to examine information that Motorola considers confidential information, Customer will inform Motorola of said request and Motorola will be responsible to take any and all action necessary, including court action, to prevent said information from being disseminated. Confidential information includes but is not limited to trade secret information which would include, for example, Motorola documentation detailing a formula, program, device, method, process, pattern, or technique.

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

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

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



or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

**16.3 VOLUNTARY DISCLOSURE.** Except as required to fulfill its obligations under this Agreement, Motorola will have no obligation to provide Customer with access to its Confidential Information and/or proprietary information. Under no circumstances will Motorola be required to provide any data related to cost and pricing, except for the direct pricing of items or services to be paid for by Customer.

#### **16.4 DATA AND FEEDBACK.**

**16.4.1** To the extent permitted by law, Customer owns all right, title and interest in System Data created solely by it or its agents (hereafter, "Customer Data"), and grants to Motorola the right to use, host, cache, store, reproduce, copy, modify, combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Customer Data only to Customer and not to third parties and solely for the purposes of providing services to Customer.

**16.4.2** Motorola owns all right, title and interest in data resulting from System Data that is or has been transformed, altered, processed, aggregated, correlated, or operated on (hereafter, "Derivative Data").

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

### **Section 17 GENERAL**

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

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

## Agreement.

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

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

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

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

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

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

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

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

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

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

17.13 COOPERATIVE PURCHASING. Eligible Purchasers may purchase Equipment or Services on terms set forth in this Agreement, including all Exhibits that are attached to this Agreement and incorporated, as well as all necessary equipment and resources. Each Purchase Order made by Eligible Purchasers, as defined in Exhibit F for purchase of Equipment or Services for use on the Silicon Valley Regional Communications System ("SVRCS"), shall include language on each purchase order that references this Agreement and an acknowledgement that the order shall be controlled by this Agreement.

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

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

**Motorola Solutions, Inc.**

**Customer: SVRIA**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Denise J. Sellers

Title: \_\_\_\_\_

Title: Executive Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

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Gary M. Baum, General Counsel SVRIA  
**Exhibit A**

## **MOTOROLA SOFTWARE LICENSE AGREEMENT**

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and Silicon Valley Regional Interoperability Authority ("SVRIA" or "Licensee") The term "Licensee" also includes any Member or Participant in the Silicon Valley Regional Interoperability Authority ("SVRIA").

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

### **Section 1      DEFINITIONS**

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

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

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

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

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

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

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

### **Section 2      SCOPE**

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain

proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the proprietary software and affiliated documentation.

### **Section 3 GRANT OF LICENSE**

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

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

3.3 TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THE SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

### **Section 4 LIMITATIONS ON USE**

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

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

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated

Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

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

## **Section 5 OWNERSHIP AND TITLE**

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

## **Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY**

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

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

6.3. Warranty claims are described in the Primary Agreement.

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

## **Section 7 TRANSFERS**

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

## **Section 8 TERM AND TERMINATION**

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

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

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

## **Section 9 Reserved.**

## **Section 10 CONFIDENTIALITY**

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

## **Section 11 LIMITATION OF LIABILITY**

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

## **Section 12      NOTICES**

Notices are described in the Primary Agreement.

## **Section 13      GENERAL**

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

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

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

13.4. ASSIGNMENTS AND SUBCONTRACTING. Motorola may assign its rights or subcontract its obligations under this Agreement to a party with similar capabilities to Motorola, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

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

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

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

13.8. ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the



Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.9. SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

## **Exhibit B**

### **LIST OF PRODUCTS, DISCOUNT, AND PAYMENT**

Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. Payment for a product only purchase is 100% upon shipment. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for a System purchase will be in accordance with the following milestones.

The following is an example of the payment terms for a future System Purchase by SVRIA its Members or Participants and is not applicable immediately after the execution of this Agreement

#### **System Purchase (excluding Subscribers, if applicable)**

- 1. 25% of the Contract Price due upon contract execution (due upon effective date);**
- 2. 60% of the Contract Price due upon shipment of equipment from Staging;**
- 3. 10% of the Contract Price due upon installation of equipment; and**
- 4. 5% of the Contract Price due upon Final Acceptance.**

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

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

#### **For Lifecycle Support Plan and Subscription Based Services:**

**Motorola will invoice Customer annually in advance of each year of the plan.**

The chart below outlines the hourly labor rates for Motorola System Integration resources to be used. The staffing requirements shall be multiplied by the appropriate rate per resource in the table below. The hourly labor rates are fully burdened. The hourly rates per resource type and level are listed in Table 1.

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

Table 1 - Hourly Rates

These rates apply to ordinary days and times (Monday to Friday during the hours 8am to 5pm). Additional surcharges may apply to work done outside these timeframes. The minimum charge for any resource will be 4 hours. Travel expenses are not included in these rates and may be charged separately. The qualifications of each type and level of resource are defined in the tables found at

<https://www.motorolasolutions.com/content/dam/msi/secure/services/labor-rates-exhibit-160408.pdf>. All Motorola System Integration personnel assigned to this project will be classified according these levels. Project Administrative roles are varied and their specific duties and qualifications will be determined by the complexity and requirements of each project.

### Exhibit D

### SYSTEM ACCEPTANCE CERTIFICATE

**Customer Name:** \_\_\_\_\_

**Project Name:** \_\_\_\_\_

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

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

Customer Representative:

Motorola Representative:

Signature: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

### FINAL PROJECT ACCEPTANCE:

Motorola has provided and Customer has received all deliverables, and Motorola has performed all other

work required for Final Project Acceptance.

Customer Representative:

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Motorola Representative:

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

### **Exhibit E**

#### **HGAC COOPERATIVE PURCHASING AGREEMENT**

Cooperative Purchasing Program of Houston-Galveston Area Council of Governments  
("HGAC") and Motorola's master agreement with HGAC, executed July 25, 2018, and identified  
as Contract No. RA-05-15

**Exhibit F**  
**ELIGIBLE PURCHASERS**

- SVRIA
- County of Santa Clara
- Fourteen cities and towns in Santa Clara County as listed
  - City of Campbell
  - City of Cupertino (through the Sheriff's Office)
  - City of Gilroy
  - City of Los Altos
  - Town of Los Gatos
  - City of Milpitas
  - City of Monte Sereno (through Los Gatos)
  - City of Morgan Hill
  - City of Mountain View
  - City of Palo Alto
  - City of San Jose
  - City of Santa Clara
  - City of Saratoga (through the Sheriff's Office)
  - City of Sunnyvale
- Santa Clara Valley Water District
- Santa Clara Valley Transportation Authority (VTA)
- Public safety departments of accredited colleges located in Santa Clara County as listed:
  - Foothill/DeAnza College
  - San Jose/Evergreen Valley College
  - West Valley/Mission College
  - San Jose State University

made using the Administrative User Credentials may impact Motorola's ability to perform Services or other obligations under the Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Customer and Customer will pay Motorola on a time and materials basis for resolving the issue.

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

17.13 COOPERATIVE PURCHASING. Eligible Purchasers may purchase Equipment or Services on terms set forth in this Agreement, including all Exhibits that are attached to this Agreement and incorporated, as well as all necessary equipment and resources. Each Purchase Order made by Eligible Purchasers, as defined in Exhibit F for purchase of Equipment or Services for use on the Silicon Valley Regional Communications System ("SVRCS"), shall include language on each purchase order that references this Agreement and an acknowledgement that the order shall be controlled by this Agreement.

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

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

**Motorola Solutions, Inc.**

By: 

Name: Micah Applewhite

Title: MSSSI Vice President

Date: June 26, 2020

**Customer: SVRIA**

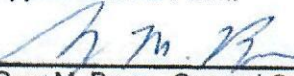
By: 

Name: Denise J. Sellers

Title: Executive Director

Date: 06/04/2020

Approved as to Form:

  
\_\_\_\_\_  
Gary M. Baum, General Counsel SVRIA



## SUBSCRIPTION SERVICES ADDENDUM

This Addendum to the Communications System and Services Agreement or other previously executed and currently in force Agreement, as applicable ("Primary Agreement") provides additional or different terms and conditions to govern the sale of radios (for example APX NEXT) or other products requiring subscription based services ("Addendum"). The terms in this Addendum are integral to and incorporated into the Primary Agreement signed by the Parties.

The terms of the Addendum, including addendums, exhibits, and attachments combined with the terms of any applicable Incorporated Documents will govern the products and services offered pursuant to this Addendum. To the extent there is a conflict between the terms and conditions of the Addendum and the terms and conditions of the applicable Incorporated Documents, the Incorporated Documents take precedence.

### 1. DEFINITIONS

All capitalized terms not otherwise defined in this Addendum shall have the same meaning as defined in the Primary Agreement. Any reference to the purchase or sale of software or other Intellectual Property shall mean the sale or purchase of a license or sublicense to use such software or Intellectual Property in accordance with this Addendum.

**"Administrator"** means Customer's designated system administrator who receives administrative logins for the Subscription Services and issues access rights to Customer's Users.

**"Anonymized"** means having been stripped of any personal or correlating information revealing original source or uniquely identifying a person or entity.

**"Confidential Information"** means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. Confidential Information does not include any information that: is or becomes publicly known through no wrongful act of the receiving Party; is already known to the receiving Party without restriction when it is disclosed; is or becomes, rightfully and without breach of this Addendum, in the receiving Party's possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this Addendum; or is explicitly approved for release by written authorization of the disclosing Party. Motorola acknowledges that Customer is a public entity subject to the State of California Public Records Act. If a public request is made to examine information that Motorola considers confidential information, Customer will inform Motorola of said request and Motorola will be responsible to take any and all action necessary, including court action, to prevent said information from being disseminated. Confidential information includes but is not limited to trade secret information which would include, for example, Motorola documentation detailing a formula, program, device, method, process, pattern, or technique.

**"Customer Data"** means Native Data provided by Customer to Motorola hereunder to be processed and used in connection with the Subscription Services. Customer Data does not include data provided by third parties and passed on to Motorola.

**"Documentation"** means the technical materials provided by Motorola to Customer in hard copy or electronic form describing the use and operation of the Solution and Software, including any technical manuals, but excluding any sales, advertising or marketing materials or proposals.

**"Effective Date"** means, as applicable, the date of the last signature to include this Addendum., unless

access to the Subscription Service occurs later, in which case, the Effective Date will be the date when Customer first has access to the Subscription Services.

**“Feedback”** means comments or information, in oral or written form, given to Motorola by Customer, in connection with or relating to the Solution and Subscription Services.

**“Force Majeure”** which means an event, circumstance, or act that is beyond a Party’s reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, other than a party to this Agreement, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause.

**“Licensed Product”** means 1) Software, whether hosted or installed at Customer’s site, 2) Documentation; 3) associated user interfaces; 4) help resources; and 5) any related technology or other services made available by the Solution.

**“Native Data”** means data that is created solely by Customer or its agents.

**“Proprietary Rights”** means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, ideas and concepts, moral rights, processes, methodologies, tools, techniques, and other intellectual property rights.

**“Software”** means the Motorola owned or licensed off the shelf software programs delivered as part of the Licensed Products used to provide the Subscription Services, including all bug fixes, updates and upgrades.

**“Solution”** means collectively, the Software, servers and any other hardware or equipment operated by Motorola and used in conjunction with the Subscription Services.

**“Statement of Work”** If included, the Statement of Work (“SOW”) describes the Subscription Services, Deliverables (if any), Licensed Products and Solution that Motorola will provide to Customer under this Addendum, and the other work-related responsibilities that the parties owe to each other. The Statement of Work may contain a performance schedule.

**“Subscription Services” or “Services”** means those subscription services to be provided by Motorola to Customer under this Addendum, the nature and scope of which are more fully described in the Documentation, proposal, SOW, or other Solution materials provided by Motorola, as applicable.

**“Users”** means Customer’s authorized employees or other individuals authorized to utilize the Subscription Services on behalf of Customer and who will be provided access to the Subscription Services by virtue of a password or equivalent security mechanism implemented by Customer.

## **2. SCOPE**

**2.1 Subscription Services.** Motorola will provide to Customer the Subscription Services and Deliverables (if any). As part of the Subscription Services, Motorola will allow Customer to use the Solution described in the Statement of Work, Documentation, proposal, or other Solution materials provided by Motorola (“Incorporated Document(s)”), as applicable. Some Subscription Services will also be subject to additional terms unique to that specific Subscription Service. Such additional terms will be set forth in a Statement of Work, as applicable. In the event of a conflict between an Addendum and a Statement of Work, the Addendum will govern resolution of the conflict. Motorola and Customer will perform their respective responsibilities as described in this Addendum and Statement of work and any applicable Incorporated Documents.

**2.2 Changes.** Customer may request changes to the Services. If Motorola agrees to a requested

change, the change must be confirmed in writing and signed by authorized representatives of both parties. A reasonable price adjustment will be made if any change affects the time of performance or the cost to perform the Services.

**2.3 Non-solicitation.** For twelve (12) months after the effective date of this Agreement, Customer will not actively solicit the employment of any Motorola personnel who is involved directly with providing any of the Services

### **3. TERM**

**3.1 Term.** The term is set forth in the Primary Agreement.

**3.2 Minimum Initial Term.** For certain Subscription Services, a minimum initial term greater than one year may be required ("Minimum Initial Term"). Following the Minimum Initial Term, this Addendum will automatically renew upon each anniversary of the Effective Date for a successive renewal term of the same duration as the Minimum Initial Term, unless either Party: 1) notifies the other of its intention to not renew the Addendum (in whole or part) at least thirty (30) days before the anniversary date; 2) requests an alternate term; or 3) terminates in accordance with the termination provision in the Addendum, including non-payment of fees for the renewal period by the anniversary date.

**3.3 Renewals.** The terms and conditions of the Addendum will govern any renewal periods.

**4. CUSTOMER OBLIGATIONS.** Customer will fulfill all of its obligations in this Addendum, including applicable Statement(s) of Work and Incorporated Documents in a timely and accurate manner. Failure to do so may prevent Motorola from performing its responsibilities.

**4.1 Access.** To enable Motorola to perform the Subscription Services, Customer will provide to Motorola reasonable access to relevant Customer information, personnel, systems, and office space when Motorola's employees are working on Customer's premises, and other general assistance. Further, if any equipment is installed or stored at Customer's location in order to provide the Subscription Services, Customer will provide, at no charge, a non-hazardous environment with adequate shelter, heat, light, power, security, and full and free access to the equipment.

**4.2 Customer Information.** If the Documentation, Statement of Work, proposal, or other related documents contain assumptions that affect the Subscription Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola concerning the Subscription Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management and third party approvals or consents that are reasonably necessary for Motorola to perform the Subscription Services and its other duties under this Addendum. Unless the Statement of Work states the contrary, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this paragraph.

**4.3 Risk of Loss.** If any portion of the Solution resides on Customer premises or is under Customer's control in any way, Customer shall at all times exercise reasonable care in using and maintaining the Solution in accordance with Motorola's instructions for proper use and care. Risk of loss to any equipment in Customer's possession will reside with Customer until removed by Motorola or its agent or returned by Customer. Customer will be responsible for replacement costs of lost or damaged equipment, normal wear and tear excluded.



**4.4 Equipment Title.** Unless Customer is purchasing equipment pursuant to the terms in the Primary Agreement and unless stated differently in this Addendum or in the Incorporated Documents, title to any equipment provided to Customer in connection with the Subscription Services remains vested in Motorola at all times. Any sale of equipment pursuant to this Addendum will be governed by the terms and conditions set forth in the Primary Agreement.

**4.5 Enable Users.** Customer will properly enable its Users to use the Subscription Services, including providing instructions for use, labeling, required notices, and accommodation pursuant to applicable laws, rules, and regulations. Unless otherwise agreed in the Incorporated Documents, Customer will train its Users on proper operation of the Solution and Licensed Products. Customer agrees to require Users to acknowledge and accept the limitations and conditions of use of the Licensed Products in this Addendum prior to allowing Users to access or use Subscription Services.

**4.6 Non-preclusion.** If, as a result of the Subscription Services performed under this Addendum, Motorola recommends that Customer purchase products or other services, nothing in this Addendum precludes Motorola from participating in a competitive opportunity or otherwise offering or selling the recommended products or other services to Customer, with the exception of when Motorola consults directly on or drafts an RFP on behalf of Customer. Motorola is specifically prohibited to bid on any RFP or RFQ where it has drafted or provided extensive assistance on the drafting of the RFP or RFQ..

## **5. Subscription Fees.**

**5.1 Recurring Fees.** Unless stated differently in an applicable Statement of Work, Incorporated Documents or otherwise arranged in writing with Motorola, Services will be provided in exchange for annual pre-paid Subscription Fees. Motorola will submit an invoice for the first year of subscription fees on the Effective Date. On each anniversary of the Effective Date, Motorola will issue an invoice for the annual subscription fees for the following year.

**5.1.1 No Purchase Order Requirement.** For a Subscription Services Term exceeding one year, Customer affirms that a purchase order or notice to proceed is not required for Motorola to proceed with the entire scope of work described in the Incorporated Documents for subsequent years, including but not limited to multi-year subscription agreements.

**5.2 Start Up Fees.** Start up fees apply to certain Subscription Services. If the Subscription Service includes start up fees, Motorola will submit an invoice for the start up fees on the Effective Date.

**5.3 Fee Change.** Motorola reserves the right to change the subscription fees at the end of each Subscription Services Term. Except for any payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Motorola reserves the right to terminate Service for non-payment of fees.

**5.4 No Price Guarantee.** Notwithstanding any language to the contrary, the pricing and fees associated with this Addendum will not be subject to any most favored pricing commitment or other similar low price guarantees.

**5.5 Taxes.** The Subscription Fees and start up fees do not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer, except as exempt by law. If Motorola is required to pay any of those taxes, it will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Motorola will be solely responsible for reporting taxes on its income or net worth.

## 6. ACCEPTANCE; SCHEDULE; FORCE MAJEURE

6.1 **Acceptance.** The Licensed Products will be deemed accepted upon the delivery of usernames and passwords or other validation mechanism to Customer. If usernames and passwords have been issued to Customer prior to the Effective Date, the Licensed Products will be deemed accepted on the Effective Date.

6.2 **Schedule.** All Subscription Services will be performed in accordance with the performance schedule included in the Statement of Work, or if there is no performance schedule, within a commercially reasonable time period.

6.3 **Force Majeure.** Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. Each Party will notify the other in writing if it becomes aware of any Force Majeure that will significantly delay performance. The notifying Party will give the notice promptly (but in no event later than fifteen (15) days) after it discovers the Force Majeure.

## 7. LIMITED LICENSE

7.1 **Licensed Products.** Use of the Licensed Products by Customer and its Users is strictly limited to use in connection with the Solution or Subscription Services during the Term. Customer and Users will refrain from, and will require others to refrain from, doing any of the following with regard to the Software in the Solution: (i) directly or indirectly, by electronic or other means, copy, modify, or translate the Software; (ii) directly or indirectly, by electronic or other means, reproduce, reverse engineer, distribute, sell, publish, commercially exploit, rent, lease, sublicense, assign or otherwise transfer or make available the Licensed Products or any part thereof to any third party, or otherwise disseminate the Licensed Product in any manner; (iii) directly or indirectly, by electronic or other means, modify, decompile, or disassemble the Software or part thereof, or attempt to derive source code from the Software; or (iv) remove any proprietary notices, labels, or marks on the Software or any part of the Licensed Products. Motorola Solutions reserves all rights to the Software and other Licensed Products not expressly granted herein, including without limitation, all right, title and interest in any improvements or derivatives conceived of or made by Motorola that are based, either in whole or in part, on knowledge gained from Customer Data. Customer agrees to abide by the copyright laws of the United States and all other relevant jurisdictions, including without limitation, the copyright laws where Customer uses the Solution. Customer agrees to immediately cease using the Solution if it fails to comply with this paragraph or any other part of this Addendum. If Software is subject to a click wrap, end user license agreement or is otherwise packaged with or subject to a separate end user license, such license will apply to the use of Software and Licensed Product.

7.2 **Proprietary Rights.** Regardless of any contrary provision in this Addendum, Motorola or its third party providers own and retain all of their respective Proprietary Rights in the Software, Solution, and Licensed Product. Nothing in this Addendum is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing Services to Customer remain vested exclusively in Motorola, and this Addendum does not grant to Customer any shared development rights of intellectual property. No custom development work is to be performed under this Addendum.

## 8. DATA AND FEEDBACK

8.1 **Solution Data.** To the extent permitted by law, Motorola, its vendors and licensors are the exclusive owners of all right, title, and interest, in and to the Solution Data, including all intellectual property rights therein. Motorola grants Customer a personal, royalty-free, non-exclusive license to: (i) access, view, use, copy, and store the Solution Data for its internal business purposes and, (ii) when specifically permitted by the applicable Statement of Work, publish Solution Data on its websites for viewing by the public.

8.2 **Customer Data.** To the extent permitted by law, Customer retains ownership of Customer Data. Customer grants Motorola and its subcontractors a personal, royalty-free, non-exclusive license to use, host, cache, store, reproduce, copy, modify, combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Customer Data for the purpose of providing the Subscription Services to Customer.

8.3 **Feedback.** Any Feedback given by Customer is entirely voluntary and, even if designated as confidential, will create no confidentiality obligation for Motorola. Motorola is free to use, reproduce, license or otherwise distribute and exploit the Feedback without any obligation to Customer, except that Motorola may not identify Customer or utilize Customer for advertising purposes, without the prior written permission of Customer. Customer acknowledges that Motorola's receipt of the Feedback does not imply or create recognition by Motorola of either the novelty or originality of any idea. The parties further agree that all fixes, modifications and improvement to the Licensed Product or Subscription Service conceived of or made by Motorola that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements to the Licensed Product or Subscription Service will vest solely in Motorola.

## 9 WARRANTY

9.1 **"AS IS".** THE SOLUTION AND SUBSCRIPTION SERVICES ARE PROVIDED "AS IS". MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola to Customer (collectively, "Recommendations"). Motorola makes no warranties concerning those Recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the Recommendations and the results to be realized from implementing them.

9.2 **Availability and Accuracy.** Customer acknowledges that functionality of the Solution as well as availability and accuracy of Solution Data is dependent on many elements beyond Motorola's control, including databases managed by Customer or third parties and Customer's existing equipment, software, and Customer Data. Therefore, Motorola does not guarantee availability or accuracy of data, or any minimum level of coverage or connectivity. Interruption or interference with the Subscription Services or Solution may periodically occur. Customer agrees not to represent to any third party that Motorola has provided such guarantee.

9.3 **Equipment Sale.** Warranty for any equipment sold pursuant to this Addendum will be set forth in the Primary Agreement.

## 10. DISCLAIMERS

10.1 **Existing Equipment and Software.** If Customer's existing equipment and software is critical to operation and use of the Subscription Services, Customer is solely responsible for supporting and maintaining Customer's existing equipment and software. Connection to or interface with Customer's existing equipment and software may be required to receive Subscription Services. Any failures or deficiencies of Customer's existing equipment and software may impact the functionality of the Solution and the Subscription Services to be delivered. Any vulnerabilities or inefficiencies in Customer's system may also impact the Solution and associated Subscription Services.

10.2 **Privacy.** Customer bears sole responsibility for compliance with any laws and regulations regarding tracking; location based services; gathering, storing, processing, transmitting, using or misusing; or otherwise handling personally identifiable information ("PII"), including information about Users of the Solution or citizens in the general public. Further, it is Customer's sole responsibility to comply with any laws or regulations prescribing the measures to be taken in the event of breach of privacy or accidental disclosure of any PII. Enacting and enforcing any internal privacy policies for the protection of PII, including individual disclosure and consent mechanisms, limitations on use of the information, and commitments with respect to the storage, use, deletion and processing of PII in a

manner that complies with applicable laws and regulations will be Customer's sole responsibility. Motorola will not evaluate the sufficiency of such policies and disclaims any responsibility or liability for privacy practices implemented by Customer, or lack thereof. Customer acknowledges and agrees that Subscription Services and the Solution are not designed to ensure individual privacy. Customer will inform Users that the Solution may enable visibility to PII, as well as physical location of individuals. Further, if the Solution or Subscription Services are available to the general public pursuant to this Addendum, Customer will provide the appropriate privacy notification. Neither Motorola nor Customer can provide any assurance of individual privacy in connection with the Solution. Further, Customer is solely responsible for determining whether and how to use data gathered from social media sources for the purpose of criminal investigations or prosecution. Customer will hold Motorola harmless from any and all liability, expense, judgment, suit, or cause of action, which may accrue against Motorola for causes of action for damages related to tracking, location based services, breach of privacy, and the use or misuse of PII provided that Motorola gives Customer prompt, written notice of any such claim or suit. Motorola shall cooperate with Customer in its defense or settlement of such claim or suit.

**10.3 Social Media.** If Customer purchases Subscription Services that utilize social media, Customer acknowledges and agrees that such Subscription Services are not designed to ensure individual privacy. In such case, Customer will inform Users that the Solution and Subscription Services may enable visibility to PII, as well as physical location of individuals. Further, if the Solution or Subscription Services are available to the general public pursuant to this Addendum, Customer will provide the appropriate privacy notification. Neither Motorola nor Customer can provide any assurance of individual privacy in connection with the Solution or Subscription Services utilizing social media. Further, Customer is solely responsible for determining whether and how to use data gathered from social media sources for the purpose of criminal investigations or prosecution. Customer will hold Motorola harmless from any and all liability, expense, judgment, suit, or cause of action, which may accrue against Motorola for causes of action for damages related to tracking, location based services, breach of privacy, and the use or misuse of PII provided that Motorola gives Customer prompt, written notice of any such claim or suit. Motorola shall cooperate with Customer in its defense or settlement of such claim or suit.

**10.4 Misuse.** Motorola reserves the right to discontinue service at any time without notice to Users that misuse the Service, jeopardize the Licensed Product or public safety in any way.

## **11. LIMITATION OF LIABILITY**

**11.1 Liability Limit.** 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 Subscription Services provided under this Addendum. **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, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS ADDENDUM OR THE PERFORMANCE OF THE SUBSCRIPTION SERVICES BY MOTOROLA.** This limitation of liability provision survives the expiration or termination of this Addendum and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Addendum may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

**11.2 Additional Disclaimers.** MOTOROLA DISCLAIMS ANY AND ALL LIABILITY FOR ANY AND ALL LOSS OR COSTS OF ANY KIND ASSOCIATED WITH 1) THE INTERRUPTION, INTERFERENCE OR FAILURE OF CONNECTIVITY, VULNERABILITIES OR SECURITY EVENTS, WHETHER OR NOT THEY ARE DISCOVERED BY MOTOROLA; 2) PERFORMANCE OF CUSTOMER'S EXISTING EQUIPMENT AND SOFTWARE OR ACCURACY OF CUSTOMER DATA; 3) IF ANY PORTION OF THE SOLUTION OR LICENSED PRODUCT RESIDES ON CUSTOMER'S PREMISES, DISRUPTIONS OF AND/OR DAMAGE TO CUSTOMER'S OR A THIRD PARTY'S INFORMATION SYSTEMS, EQUIPMENT,

AND THE INFORMATION AND DATA, INCLUDING, BUT NOT LIMITED TO, DENIAL OF ACCESS TO A LEGITIMATE SYSTEM USER, AUTOMATIC SHUTDOWN OF INFORMATION SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE, OR FAILURE OF THE INFORMATION SYSTEM RESULTING FROM THE PROVISION OR DELIVERY OF THE SERVICE; 4) AVAILABILITY OR ACCURACY OF SOLUTION DATA; 5) INTERPRETATION, USE OR MISUSE IN ANY WAY OF SOLUTION DATA; 6) IMPLEMENTATION OF RECOMMENDATIONS PROVIDED IN CONNECTION WITH THE SUBSCRIPTION SERVICES; 7) TRACKING, AND LOCATION BASED SERVICES, BREACH OF PRIVACY, AND THE USE OR MISUSE OF PERSONALLY IDENTIFIABLE INFORMATION.

11.3 **Essential term.** The parties acknowledge that the prices have been set and the Addendum entered into in reliance upon these limitations of liability and that all such limitations form an essential basis of the bargain between the parties.

## 12 DEFAULT AND TERMINATION

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

12.2 **Failure To Cure.** If a defaulting Party fails to cure the default as provided above in Section 12.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Addendum. In the event of a termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Addendum as permitted by this Section, and procures the Services through a third party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to procure the Services (but not additional or out of scope services) less the unpaid portion of the Contract Price. Customer agrees to mitigate damages and provide Motorola with detailed invoices substantiating the charges.

12.3 **No Refund.** If a subscription is terminated for any reason prior to the end of the Subscription Services Term or other subscription period set forth in the Incorporated Documents or otherwise agreed to in writing by the Parties, no refund or credit will be provided.

12.4 **Cancellation Fee.** If an Initial Minimum Term applies and Customer terminates prior to the end of the Initial Minimum Term, Customer will be required to pay a cancellation fee of up to fifty percent (50%) of the remaining balance of subscription fees for the Initial Minimum Term.

12.5 **Return of Discount.** If Customer is afforded a discount in exchange for a term commitment longer than one year, early termination will result in an early termination fee, representing a return of the discount off of list price.

12.6 **Return Confidential Information.** Upon termination or expiration of the Addendum, Customer will return or certify the destruction of all Confidential Information and Solution Data.

12.7 **Connection Terminated.** Certain Subscription Services require a connection to Customer systems to access Customer Data (e.g. predictive or analytic services). Upon termination, connection to relevant data sources will be disconnected and Motorola will no longer extract any Customer Data.

**12.8 Equipment Return.** Any equipment provided by Motorola for use with the Subscription Services, that Customer has not already paid for, must be returned within thirty (30) days of the date of termination, at Customer's expense. If equipment is not returned within this time frame, Motorola reserves the right to invoice the Customer for the purchase price of the unreturned equipment.

### **13. DISPUTES**

See Primary Agreement.

### **14. SECURITY.**

**14.1 Industry Standard.** Motorola will maintain industry standard security measures to protect the Solution from intrusion, breach, or corruption. During the term of Addendum, if the Solution enables access to Criminal Justice Information ("CJI"), as defined by the Criminal Justice Information Services Security Policy ("CJIS"), Motorola will provide and comply with a CJIS Security Addendum. Any additional Security measure desired by Customer may be available for an additional fee.

**14.2 Background checks.** Motorola will require its personnel that access CJI to submit to a background check based on submission of FBI fingerprint cards.

**14.3 Customer Security Measures.** Customer is independently responsible for establishing and maintaining its own policies and procedures and for ensuring compliance with CJIS and other security requirements that are outside the scope of the Subscription Services provided. Customer must establish and ensure compliance with access control policies and procedures, including password security measures. Further, Customer must maintain industry standard security and protective data privacy measures. Motorola disclaims any responsibility or liability whatsoever for the security or preservation of Customer Data or Solution Data once accessed or viewed by Customer or its representatives. Motorola further disclaims any responsibility or liability whatsoever that relates to or arise from Customer's failure to maintain industry standard security and data privacy measures and controls, including but not limited to lost or stolen passwords. Motorola reserves the right to terminate the Service if Customer's failure to maintain or comply with industry standard security and control measures negatively impacts the Service, Solution, or Motorola's own security measures.

**14.4 Breach Response Plan.** Both parties will maintain and follow a breach response plan consistent with the standards of their respective industries.

### **15. CONFIDENTIAL INFORMATION AND PROPRIETARY RIGHTS**

#### **15.1. CONFIDENTIAL INFORMATION.**

##### **15.1.1 INTENTIONALLY OMITTED.**

**15.1.2. Ownership of Confidential Information.** The disclosing Party owns and retains all of its Proprietary Rights in and to its Confidential Information, except the disclosing Party hereby grants to the receiving Party the limited right and license, on a non-exclusive, irrevocable, and royalty-free basis, to use the Confidential Information for any lawful, internal business purpose in the manner and to the extent permitted by this Addendum.

#### **15.2. PRESERVATION OF PROPRIETARY RIGHTS.**

**15.2.1 Proprietary Solution.** Customer acknowledges that the Licensed Products and any associated Documentation, data, and methodologies used in providing Services are proprietary to Motorola or its



third party licensors and contain valuable trade secrets. In accordance with this Addendum, Customer and its employees shall treat the Solution and all Proprietary Rights as Confidential Information and will maintain the strictest confidence.

**15.2.2. Ownership.** Each Party owns and retains all of its Proprietary Rights that exist on the Effective Date. Motorola owns and retains all Proprietary Rights that are developed, originated, or prepared in connection with providing the Deliverables or Services to Customer, and this Addendum does not grant to Customer any shared development rights. At Motorola's request and expense, Customer will execute all papers and provide reasonable assistance to Motorola to enable Motorola to establish the Proprietary Rights. Unless otherwise explicitly stated herein, this Addendum does not restrict a Party concerning its own Proprietary Rights and is not a grant (either directly or by implication, estoppel, or otherwise) of a Party's Proprietary Rights to the other Party.

**15.3 Remedies.** Because Licensed Products contain valuable trade secrets and proprietary information of Motorola, its vendors and licensors, Customer acknowledges and agrees that any actual or threatened breach of this Section will constitute immediate, irreparable harm to Motorola for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach. Notwithstanding anything in this Addendum to the contrary, Motorola reserves the right to obtain injunctive relief and any other appropriate remedies from any court of competent jurisdiction in connection with any actual, alleged, or suspected breach of Section 3, infringement, misappropriation or violation of Motorola's Property Rights, or the unauthorized use of Motorola's Confidential Information. Any such action or proceeding may be brought in any court of competent jurisdiction. Except as otherwise expressly provided in this Addendum, the parties' rights and remedies under this Addendum are cumulative.

## **16. GENERAL**

**16.1 Future Regulatory Requirements.** The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Subscription Services and use of the Solution may change. Changes to existing Subscription Services or Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the Fees for services.

**16.2 Compliance with Applicable Laws.** Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Addendum. Further, Customer will comply with all applicable export and import control laws and regulations in its use of the Licensed Products and Subscription Services. In particular, Customer will not export or re-export the Licensed Products without Motorola's prior written consent, and, if such consent is granted, without Customer first obtaining all required United States and foreign government licenses. Customer further agrees to comply with all applicable laws and regulations in providing the Customer Data to Motorola, and Customer warrants and represents to Motorola that Customer has all rights necessary to provide such Customer Data to Motorola for the uses as contemplated hereunder. Customer shall obtain at its expense all necessary licenses, permits and regulatory approvals required by any and all governmental authorities as may from time to time be required in connection with its activities related to this Addendum. To the extent permitted by applicable law, Customer will defend, indemnify, and hold harmless Motorola from and against any violation of such laws or regulations by Customer or any of its agents, officers, directors, or employees.

**16.3 Audit.** Motorola reserves the right to monitor and audit use of the Subscription Services. Customer will cooperate and will require Users to cooperate with such monitoring or audit.

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

**16.5 Subcontracting.** Motorola may subcontract any portion of the Subscription Services to a subcontractor with similar capabilities as Motorola to perform under this Addendum without prior notice or consent of Customer.

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

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

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

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

**16.10 Governing Law.** This Addendum and the rights and duties of the parties will be governed by and interpreted in accordance with the laws of the California. Venue for any litigation concerning this Agreement shall be the Santa Clara County Superior Court.

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

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



16.13 **Return of Equipment.** Upon termination of the contract for any reason, Customer shall return to Motorola all equipment delivered to Customer, if any.

16.14. **Survival Of Terms.** The following provisions survives the expiration or termination of this Addendum for any reason: if any payment obligations exist, Section 5 (Subscription Fees); Section 11 (Limitation of Liability); Section 12 (Default and Termination); Section 13 (Disputes); Section 15 (Confidential Information and Proprietary Rights); and all General provisions in Section 16.

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

## **Radio Upgrade Program Addendum**

This Radio Upgrade Program (“Program”) Addendum allows for the streamlined purchase and/or replacement of the SVRIA agencies P25 trunked radios. The program is a guaranteed commitment of P25 trunked radios over an 8-year shipping period, at a significantly discounted rate.

This Addendum to the Communications System and Services Agreement or other previously executed and currently in force Agreement, as applicable (“Primary Agreement”) provides additional or different terms and conditions to govern the sale of P25 trunked radios through the Program. The terms in this Addendum are integral to and incorporated into the Primary Agreement signed by the Parties.

The terms of the Addendum, including addendums, exhibits, and attachments will govern the products and services offered pursuant to this Addendum. To the extent there is a conflict between the terms and conditions of the Addendum and the terms and conditions of the Primary Agreement, this Addendum will take precedence.

This Addendum, including Exhibit A, attached hereto, and incorporated herein is intended to be utilized as a vehicle for SVRIA’s Members and Participants to enter into a long term commitment to purchase radios from Motorola at a significantly enhanced discount by committing in advance to purchase a total number of radios over a fixed period of years. The discounts will range from an additional 10% - 30% on top of the base discount depending on the number of radios purchased by SVRIA agencies. At the time of entering into this Agreement the exact total number of radios that any Member or Participant may wish to agree to purchase is not known. The discounts will be determined when the SVRIA agencies inform Motorola how many radios they will purchase through this program over the term of the agreement. This Addendum is designed to serve as terms and conditions for future individual agreements with any Member or Participant of SVRIA that desires to enter into this discounted commitment to purchase arrangement. It is not anticipated that SVRIA will purchase through this arrangement, but SVRIA is not prohibited from doing so.

All capitalized terms not otherwise defined in this Addendum shall have the same meaning as defined in the Primary Agreement. Any reference to the purchase or sale of software or other Intellectual Property shall mean the sale or purchase of a license or sublicense to use such software or Intellectual Property in accordance with this Addendum.

The term “Customer”, used herein also includes any Member or Participant in the Silicon Valley Regional Interoperability Authority (“SVRIA”) to the extent that such Member or Participant

may issue purchase orders as Eligible Purchasers for Equipment or Services for use on the Silicon Valley Regional Communications System (“SVRCS”) and shall include language on each purchase order that references this Radio Upgrade Program Addendum and acknowledges the order shall be controlled by this Addendum and the Primary Agreement. A list of the Parties who may become a Customer by issuing a purchase order is attached as Exhibit F – Eligible Purchasers to the Primary Agreement.

1. Equipment that is part of this Program is described in the Radio Upgrade Equipment List found in Appendix A, and it contains the APX series of radios and applicable accessories. The cost for the equipment is included in radio packages, with the relevant discounts detailed. The cost for accessories is not itemized in Appendix A, but the discount levels received on the equipment are shown by APC code.

- a. The APX radios are provided in packages in Appendix A. Customer can order APX model radio or package as required, with the necessary features that are available. The Customer would need to pay the difference for any enhanced features, and that feature will be discounted at the discount percentage level that the Customer is getting for the APX product line.
- b. If Motorola discontinues the APX product line, the Customer will be able to get the replacement radio at the September 2020 price with the system discount level.
- c. Next Generation Radio – During the term of this agreement, Motorola may introduce a next generation radio product line. To buy the Next Generation Radio (and to determine the price the Customer will pay for that radio) the parties will apply the discounts for ‘like for like’ equipment and features based on the same Motorola product code then adding the price for new equipment options to determine the Next Generation Radio total price. Any discounts applied to the price for new equipment (i.e. equipment with product codes which may be later added to the program) will be mutually agreed.

2. The Customer will make a fixed payment to Motorola yearly, as described in Appendix A. In exchange, the Customer will guarantee the purchase and shipment of radios, yearly, as described in Appendix A (Shipment Schedule). The annual minimum shipment value of the program is shown in Appendix A. Additional equipment, radios and/or accessories can be added via a change order process and the value of the change order will count towards the minimum shipment value.

3. The Customer can adjust the Shipment Schedule but must meet the minimum value of shipped equipment each year. The Customer can place the order for equipment

semiannually. The Customer can add additional Portable, Mobile and Control Station Radios, via a change order process.

4. Each year, the Customer will approve what will be shipped, including the quantities, makes/models/features and needed accessories. Motorola will provide final equipment lists, including options, accessories, and shipping destination details prior to each shipment, which the Customer must approve in writing. Shipments may be modified to ship partial and early, but the Customer must meet the minimum shipment value within a calendar year. In the event that an agreed upon annual shipment total value is decreased due to non appropriation or other reason, Motorola reserves the right to renegotiate the discount applied for that year in order to apply discounts commensurate to the new, annual shipment.
5. If the Customer takes a larger shipment in the earlier years of the contract, then it will receive a credit in future years, to balance out the minimum shipment commitment per year. A Change Order will allow that an annual shipment minimum (dollars) can be reduced by the Customer (if desired) by the amount that the prior year shipment exceeded the original shipment schedule for the same year. The value of the annual shipment (accelerated shipment plus scheduled shipment) cannot exceed the annual payment.
6. Warranty for all radios/equipment ordered under the Radio Upgrade program start 30 days after receipt of the equipment, in order to provide time for programming.
7. The Customer will be responsible for local warehousing of the Equipment upon arrival at Customer's destination point.
8. The Customer will be responsible for the removal and disposition of any equipment to be replaced through this program.
9. Any purchase orders for replacement radios and equipment issued by the Customer shall be subject to the terms and conditions of this Addendum, conflicting or different terms contained in a purchase order or ordering document shall not be binding.
10. Acceptance for any products provided in this Program will be separate from, and have no impact on, System Acceptance for any goods or services described in the Primary Agreement.
11. In the case of non-appropriation or termination for convenience, Customer shall have the option, in its sole discretion, to terminate this Agreement, and receive the total balance of funds in an equipment shipment.

12. SVRIA is not financially responsible for payment for any purchase made directly by a SVRIA Member or SVRIA Participant through their own Purchase Orders. SVRIA is only financially responsible for purchases made by directly by SVRIA for the benefit of SVRIA.

Attachment: Appendix A

# H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

**Cooperative Agreement - Motorola Solutions, Inc. - Public Services - 18-00196**

## GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Motorola Solutions, Inc., hereinafter referred to as the Contractor, having its principal place of business at 500 West Monroe Street, 44th Floor, Chicago, IL 60661.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

### **ARTICLE 1: LEGAL AUTHORITY**

Both parties warrant and assure that each possesses adequate legal authority to enter into this Agreement. The governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the respective parties to the terms of this Agreement and any subsequent amendments hereto.

### **ARTICLE 2: APPLICABLE LAWS**

The Contractor agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

### **ARTICLE 3: INDEPENDENT CONTRACTOR**

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

### **ARTICLE 4: WHOLE AGREEMENT**

The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

### **ARTICLE 5: SCOPE OF SERVICES**

The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

#### **ARTICLE 6: PERFORMANCE PERIOD**

This Agreement shall be performed during the period which begins May 01 2018 and ends Apr 30 2021. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 15, which shall be fully executed by both parties to this Agreement.

#### **ARTICLE 7: PAYMENT OR FUNDING**

Payment provisions under this Agreement are outlined in the Special Provisions.

#### **ARTICLE 8: REPORTING REQUIREMENTS**

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 16 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

#### **ARTICLE 9: INSURANCE**

Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

#### **ARTICLE 10: SUBCONTRACTS and ASSIGNMENTS**

Except as may be set forth in the Special Provisions, the Contractor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC, which will not be unreasonably withheld. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

#### **ARTICLE 11: AUDIT**

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC. In no circumstances will Contractor be required to create or maintain documents not kept in the ordinary course of its business operations, nor will Contractor be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary.

#### **ARTICLE 12: EXAMINATION OF RECORDS**

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's invoices and pertinent documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit

those pertinent records on or off the premises by authorized representatives of its own or any public accounting firm selected by H- GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement.

The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

#### **ARTICLE 13: RETENTION OF RECORDS**

The Contractor and its subcontractors shall maintain all records pertinent to this Agreement for a period of seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

#### **ARTICLE 14: CHANGES AND AMENDMENTS**

- A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.

#### **ARTICLE 15: TERMINATION PROCEDURES**

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default.

##### *A. Convenience*

H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing thirty (30) days written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

##### *B. Default*

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period of fifteen (15) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

#### **ARTICLE 16: SEVERABILITY**

H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid



or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

#### **ARTICLE 17: FORCE MAJEURE**

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. The party affected by the Force Majeure will notify the other within fifteen (15) days. Determination of force majeure shall rest solely with H-GAC.

#### **ARTICLE 18: CONFLICT OF INTEREST**

No officer, member or employee of the Contractor or subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

#### **ARTICLE 19: FEDERAL COMPLIANCE**

Contractor agrees to comply with all applicable federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis • Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

#### **ARTICLE 20: CRIMINAL PROVISIONS AND SANCTIONS**

The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of

knowledge thereof. Contractor shall notify H-GAC of any serious accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

#### **ARTICLE 21: INDEMNIFICATION AND RECOVERY**

H-GAC's liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of Contractor's negligent act or omission under this Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

#### **ARTICLE 22: LIMITATION OF CONTRACTOR'S LIABILITY**

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Agreement.

#### **ARTICLE 23: TITLES NOT RESTRICTIVE**

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

#### **ARTICLE 24: JOINT WORK PRODUCT**

This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

#### **ARTICLE 25: DISPUTES**

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of

its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H • GAC's final decision.

**ARTICLE 26: CHOICE OF LAW: VENUE**

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

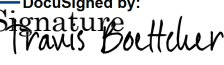
**ARTICLE 27: ORDER OF PRIORITY**

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.

**SIGNATURES:**

H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

**Motorola Solutions, Inc.**


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Signature  
  
970050FB3ADC4F5...

Name     Travis Boettcher

Title       vice president

Date       7/25/2018

**H-GAC**

DocuSigned by:  
Signature  
  
82EC270D5D61423...

Name     Chuck Wemple

Title       Executive Director

Date  
7/24/2018



# H-GAC

Houston-Galveston Area Council  
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Motorola Solutions, Inc. - Public Services - 18-00196

18-00196

## SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Contractor do, hereby agree to the Special Provisions as follows:

### **ARTICLE 1: BIDS/PROPOSALS INCORPORATED**

In addition to the whole Agreement, the following documents listed in order of priority are incorporated into the Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

### **ARTICLE 2: END USER AGREEMENTS ("EUA")**

**H-GAC** acknowledges that the **END USER** may choose to enter into an End User Agreement ("EUA") with the **Contractor** through this Agreement, and that the term of the EUA may exceed the term of the current **H-GAC** Agreement. **H-GAC's** acknowledgement is not an endorsement or approval of the End User Agreement's terms and conditions. **Contractor** agrees not to offer, agree to or accept from the **END USER**, any terms or conditions that conflict with those in **Contractor's** Agreement with **H-GAC**. Contractor affirms that termination of its Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Agreement, termination of this Agreement will disallow the **Contractor** from entering into any new EUA with **END USERS**. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any EUAs, surviving termination of this Agreement between **H-GAC** and **Contractor**.

### **ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE**

If at any time during this Agreement, Contractor develops a regularly followed standard procedure of entering into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **Contractor** shall notify **H-GAC** within ten (10) business days thereafter, and this Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past agreement with another entity. **Contractor** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER** as provided in its most favorable past agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **Contractor** claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Agreement, does not constitute more favorable treatment, than **Contractor** shall, within ten (10) business days, notify **H-GAC** in writing, setting forth the detailed reasons **Contractor** believes the aforesaid offer is not in fact most favored treatment. **H-GAC**, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Agreement between **H-GAC** and **Contractor** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to H-GAC and the **END USER**.

**EXCEPTION:** *This clause shall not be applicable to the sale of large communications systems (one*

*million dollars (,000,000.00) and above). The term "Communication Systems" shall refer to a project that includes the sale of infrastructure hardware and/or software, user devices, and Contractor engineering and installation service. The contract for a "Communication System" will always have a Statement of Work and an Acceptance Test Plan. This clause shall also not be applicable to pre-existing contracts Contractor has in the State of Texas. The term "pre-existing" shall refer to contracts in existence as of the effective date of this Agreement.*

#### **ARTICLE 4: PARTY LIABILITY**

Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Agreement.

#### **ARTICLE 5: GOVERNING LAW & VENUE**

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes the **END USER** in accord with the law and venue rules of the state of purchase. **Contractor** shall immediately notify **H-GAC** of such disputes.

#### **ARTICLE 6: SALES AND ORDER PROCESSING CHARGE**

**Contractor** shall sell its products to **END USERS** based on the pricing and terms of this Agreement. **H-GAC** will invoice **Contractor** for the applicable order processing charge when H-GAC receives notification of an END USER order. **Contractor shall remit to H-GAC** the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by **Contractor** based on this Agreement, including sales to entities without Interlocal Agreements, **Contractor** shall pay the applicable order processing charges to **H-GAC**. Further, **Contractor** agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an **H-GAC** Interlocal Agreement. **H-GAC** reserves the right to take appropriate actions including, but not limited to, Agreement termination if **Contractor** fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall **H-GAC** have any liability to **Contractor** for any goods or services an **END USER** procures from **Contractor**. At all times, **Contractor** shall remain liable to pay to **H-GAC** any order processing charges on any portion of the Agreement actually performed, and for which compensation was received by **Contractor**.

#### **ARTICLE 7: LIQUIDATED DAMAGES**

Any liquidated damage terms will be determined between Contractor and End User at the time End User's purchase order is placed.

#### **ARTICLE 8: INSURANCE**

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, **Contractor** must have the following insurance and coverage:

- a. **General liability** insurance with a Single Occurrence limit of at least ,000,000.00, and a GeneralAggregate limit of ,000,000.  
**Product liability** insurance with a Single Occurrence limit of at least ,000,000.00, and a

General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.

**Property Damage or Destruction** insurance is required for coverage of **End User** owned equipment while in **Contractor's** possession, custody or control. The minimum Single Occurrence limit is ,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as part of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.

- b. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.
- c. PDF Insurance Certificates must be furnished to **H-GAC** after contract execution and at policy renewal during term of contract, showing **Contractor** as the insured and showing coverage and limits for the insurances listed above.
- d. If any Product(s) or Service(s) will be provided by parties other than **Contractor**, all such parties are required to carry the insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.

#### **ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS**

**H-GAC's** contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. **Contractor** shall remain prepared to offer a PPB to cover any order if so requested by the **END USER**. **Contractor** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER's** purchase order.

#### **ARTICLE 10: CHANGE OF STATUS**

**Contractor** shall immediately notify **H-GAC**, in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Agreement shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Agreement.



**Attachment A**  
**Motorola Solutions, Inc.**  
**Radio Communication/Emergency Response & Mobile Interoperability Equipment**  
**Contract No.: RA05-18**

| <b>H-GAC<br/>Product<br/>Code</b> | <b>Item Description<br/>(Offeror may not change any description or add items)</b>  | <b>Offered<br/>Price</b> |
|-----------------------------------|--|--------------------------|
|                                   |  |                          |
| <b>NA</b>                         | <i>Per the RFP Motorola Solutions has included an Electronics Catalogue for our equipment on a USB drive in lieu of listing each individual product and its options. In addition, a discount APC sheet is attached in the pricing section and used to calculate all individual prices within the USB drive and also available via Motorola Solutions Online.</i> |                          |
|                                   |  |                          |
|                                   | <i>Motorola Solutions offers this extensive on-line program called Motorola Solutions On-Line that allows each H-GAC end the user to check specific contract pricing, place orders, and check shipping estimates in addition to invoice history. The on-line tool is the most advanced of its kind in the Communications Industry.</i>                           |                          |
|                                   |  |                          |
| <b>NB</b>                         | <i>Per the RFP Motorola Solutions has included an Electronics Catalogue on a USB drive in lieu of listing each individual product and its options. In addition, a discount APC sheet is attached in the pricing section and used to calculate all individual prices within the USB drive and also available via Motorola Solutions Online.</i>                   |                          |
|                                   |  |                          |
| <b>NC</b>                         | <b>Mobile Command Interoperable Communication Equipment &amp; Services</b>   |                          |
|                                   |  |                          |
| <b>ND</b>                         | <b>Motorola Solutions Integration Services LMR</b>   |                          |
|                                   | Motorola Solutions offers wide range of services including Integration, Installation and Training. The cost of these services is regional in nature. Samples below are listed for reference only.  |                          |
| <b>ND</b>                         | Project Management Daily Rate*   | \$ 1,818.00              |
| <b>ND</b>                         | System Engineering Daily Rate*   | \$ 1,818.00              |
| <b>ND</b>                         | System Technologist Daily Rate*  | \$ 2,173.00              |
| <b>ND</b>                         | Standard Shop Installation: Hourly Rate*   | \$ 150.00                |
| <b>ND</b>                         | Standard Shop Installation: Daily Rate*  | \$ 1,200.00              |
| <b>ND</b>                         | Mobile Radio Installation*   | \$180-\$500              |
| <b>ND</b>                         | Radio Programming*   | \$55-\$125               |
| <b>ND</b>                         | Data Installation*   | \$180-\$428              |
|                                   | *Prices may vary by Region and Stated Scope. Travel Not Included   |                          |
|                                   |  |                          |
| <b>ND</b>                         | <b>Motorola Solutions Integration Services Advanced Services</b>   |                          |
|                                   | Motorola Solutions offers wide range of services including Integration, Installation and Training. The cost of these services is regional in nature. Samples below are listed for reference only.  |                          |
| <b>ND</b>                         | NG9-1-1 Consulting Services-Daily Rate*  | \$1,694                  |
| <b>ND</b>                         | Security Project/Program Management-Daily Rate*  | \$1,694                  |
| <b>ND</b>                         | Wireless Security Technician-Daily Rate*   | \$1,580                  |
| <b>ND</b>                         | Security Penetration Tester (Wired Network)-Daily Rate*  | \$1,580                  |

|           |  |         |
|-----------|--|---------|
| <b>ND</b> | Secutriy Trainer-Daily Rate*   | \$1,328 |
| <b>ND</b> | Application Security Code Reviewer-Daily Rate*   | \$2,033 |
| <b>ND</b> | IT Incident Response and E-Discovery Assitance-Daily Rate*   | \$1,694 |
| <b>ND</b> | IT Disaster Recovery Planner-Daily Rate*   | \$1,580 |
| <b>ND</b> | IT Disaster Recovery Plan Tester-Daily Rate*   | \$1,580 |
| <b>ND</b> | Buisness Continuity/Continuity of Government Planner-Daily Rate*                                       | \$1,580 |
| <b>ND</b> | Buisness Continuity/Continuity of Government Plan Tester-Daily Rate*                                   | \$1,580 |
| <b>ND</b> | Mobile Application Services Project Management-Daily Rate*   | \$565   |
| <b>ND</b> | Mobile Application Services System Engineer-Daily Rate*  | \$565   |
| <b>ND</b> | Mobile Application Services Solution Architech-Daily Rate*   | \$2,033 |
| <b>ND</b> | Mobile Application Services Application and Solution Design-Daily Rate*                                | \$2,033 |
| <b>ND</b> | Mobile Application Services Application and Solution Implementation-Daily Rate*                        | \$2,033 |
| <b>ND</b> | Application Integration and Customization Services Project Management-Daily Rate*                      | \$1,694 |
| <b>ND</b> | Application Integration and Customization Services System Engineer-Daily Rate*                         | \$1,694 |
| <b>ND</b> | Application Integration and Customization Services Solution Architech-Daily Rate*                      | \$2,033 |
| <b>ND</b> | Application Integration and Customization Services Application and Solution Design-Daily Rate*         | \$2,033 |
| <b>ND</b> | Application Integration and Customization Services Application and Solution Implementation-Daily Rate* | \$1,694 |
| <b>ND</b> | Unified Communications Services Project Management-Daily Rate*   | \$1,694 |
| <b>ND</b> | Unified Communications Services System Engineer-Daily Rate*  | \$1,694 |
| <b>ND</b> | Unified Communications Services Solution Architech-Daily Rate*   | \$2,033 |
| <b>ND</b> | Unified Communications Services Application and Solution Design-Daily Rate*                            | \$2,033 |
| <b>ND</b> | Unified Communications Services Application and Solution Implementation-Daily Rate*                    | \$1,694 |
| <b>ND</b> | Consulting Services Project Management-Daily Rate*   | \$1,694 |
| <b>ND</b> | Consulting Services System Engineer-Daily Rate*  | \$1,694 |
| <b>ND</b> | Consulting Services Solution Architech-Daily Rate*   | \$2,033 |
| <b>ND</b> | Consulting Services Internet Protocol Network Accessment-Daily Rate*                                   | \$2,033 |
| <b>ND</b> | Consulting Services IP Network Design and Integration-Daily Rate*                                      | \$2,033 |
| <b>ND</b> | Consulting Services IP Wide Area Network Backhaul Design and Integration-Daily Rate*                   | \$2,033 |
| <b>ND</b> | Consulting Services Custoemr Network Interface Design and Integration-Daily Rate*                      | \$2,033 |

### **APC DISCOUNTS PER ECAT/MOL PRICEBOOK**

|     |               |      |
|-----|---------------|------|
| 020 | CAD Equipment | List |
| 039 | CAD Equipment | 10%  |
| 068 | CAD Equipment | 10%  |
| 232 | CAD Equipment | 10%  |
| 297 | CAD Equipment | 5%   |
| 330 | CAD Equipment | 5%   |
| 333 | CAD Equipment | 10%  |
| 472 | CAD Equipment | 10%  |
| 473 | CAD Equipment | List |
| 548 | CAD Equipment | 10%  |
| 702 | CAD Equipment | 10%  |

|     |                         |      |
|-----|-------------------------|------|
| 789 | CAD Equipment           | 10%  |
| 797 | CAD Equipment           | List |
| 850 | CAD Equipment           | List |
| 879 | CAD Equipment           | List |
| 981 | CAD Equipment           | List |
|     |                         |      |
| 040 | Data Applications       | 15%  |
| 041 | Data Applications       | 10%  |
| 041 | Data Applications       | 10%  |
| 138 | Data Applications       | 10%  |
| 153 | Data Applications       | 15%  |
| 343 | Data Applications       | 10%  |
| 670 | Data Applications       | List |
| 766 | Data Applications       | List |
|     |                         |      |
| 170 | Data Subscriber Devices | 15%  |
| 177 | Data Subscriber Devices | 15%  |
| 185 | Data Subscriber Devices | List |
| 736 | Data Subscriber Devices | 22%  |
| 855 | Data Subscriber Devices | 10%  |
|     |                         |      |
| 006 | Dispatch Service        | 5%   |
| 768 | Dispatch Service        | List |
|     |                         |      |
| 118 | Dispatch Solutions      | 10%  |
| 124 | Dispatch Solutions      | 15%  |
| 129 | Dispatch Solutions      | 20%  |
| 139 | Dispatch Solutions      | List |
| 147 | Dispatch Solutions      | 10%  |
| 185 | Dispatch Solutions      | List |
| 202 | Dispatch Solutions      | 15%  |
| 207 | Dispatch Solutions      | 10%  |
| 226 | Dispatch Solutions      | 15%  |
| 228 | Dispatch Solutions      | 30%  |
| 229 | Dispatch Solutions      | 14%  |
| 261 | Dispatch Solutions      | 5%   |
| 322 | Dispatch Solutions      | 15%  |
| 404 | Dispatch Solutions      | 20%  |
| 415 | Dispatch Solutions      | 10%  |
| 443 | Dispatch Solutions      | 20%  |
| 454 | Dispatch Solutions      | 15%  |
| 520 | Dispatch Solutions      | 10%  |
| 524 | Dispatch Solutions      | 10%  |
| 551 | Dispatch Solutions      | 10%  |
| 660 | Dispatch Solutions      | 10%  |
| 706 | Dispatch Solutions      | 20%  |
| 708 | Dispatch Solutions      | 17%  |
| 729 | Dispatch Solutions      | 17%  |
| 740 | Dispatch Solutions      | 15%  |
| 892 | Dispatch Solutions      | 10%  |
|     |                         |      |
| 214 | Fixed Data Products     | 10%  |
| 275 | Fixed Data Products     | 10%  |
| 342 | Fixed Data Products     | 10%  |
| 382 | Fixed Data Products     | 10%  |
| 403 | Fixed Data Products     | 15%  |
| 455 | Fixed Data Products     | 15%  |
| 469 | Fixed Data Products     | 10%  |
| 499 | Fixed Data Products     | 10%  |

|     |                               |        |
|-----|-------------------------------|--------|
| 708 | Fixed Data Products           | 17%    |
|     |                               |        |
| 222 | Fixed Network Equipment       | 15%    |
| 329 | Fixed Network Equipment       | 10%    |
| 381 | Fixed Network Equipment       | 15%    |
|     |                               |        |
| 207 | Fixed Station Accessories     | 10%    |
| 273 | Fixed Station Accessories     | 10%    |
| 277 | Fixed Station Accessories     | 20%    |
| 457 | Fixed Station Accessories     | 20%    |
| 515 | Fixed Station Accessories     | 20%    |
| 524 | Fixed Station Accessories     | 15%    |
| 525 | Fixed Station Accessories     | 15%    |
| 856 | Fixed Station Accessories     | 10%    |
|     |                               |        |
| 207 | Fixed Station Antenna Systems | 10%    |
|     |                               |        |
| 005 | Fixed Stations                | 20%    |
| 112 | Fixed Stations                | 18%    |
| 225 | Fixed Stations                | 10%    |
| 272 | Fixed Stations                | 20%    |
| 281 | Fixed Stations                | 18.50% |
| 301 | Fixed Stations                | 20%    |
| 360 | Fixed Stations                | 21.50% |
| 377 | Fixed Stations                | 17%    |
| 417 | Fixed Stations                | 10%    |
| 424 | Fixed Stations                | 15%    |
| 425 | Fixed Stations                | 15%    |
| 448 | Fixed Stations                | 20%    |
| 474 | Fixed Stations                | 23%    |
| 509 | Fixed Stations                | 21.50% |
| 512 | Fixed Stations                | 23%    |
| 537 | Fixed Stations                | 21.50% |
| 590 | Fixed Stations                | 21.50% |
| 595 | Fixed Stations                | 18%    |
| 643 | Fixed Stations                | 15%    |
| 675 | Fixed Stations                | 20%    |
| 680 | Fixed Stations                | 21.50% |
| 744 | Fixed Stations                | 20%    |
| 811 | Fixed Stations                | 5%     |
| 881 | Fixed Stations                | 15%    |
|     |                               |        |
| 015 | Fixed Wireless Broadband      | 20%    |
| 075 | Fixed Wireless Broadband      | List   |
| 224 | Fixed Wireless Broadband      | 15%    |
| 800 | Fixed Wireless Broadband      | List   |
| 832 | Fixed Wireless Broadband      | 10%    |
| 882 | Fixed Wireless Broadband      | 15%    |
| 904 | Fixed Wireless Broadband      | 15%    |
| 906 | Fixed Wireless Broadband      | 15%    |
| 910 | Fixed Wireless Broadband      | 15%    |
| 947 | Fixed Wireless Broadband      | 15%    |
|     |                               |        |
| 298 | Infrastructure Repair         | 15%    |
| 901 | Lifecycle Services            | List   |
| 902 | Lifecycle Services            | List   |
| 903 | Lifecycle Services            | List   |
| 904 | Lifecycle Services            | List   |
| 905 | Lifecycle Services            | List   |

|     |                              |        |
|-----|------------------------------|--------|
| 051 | LTE                          | 10%    |
| 051 | LTE                          | 10%    |
| 053 | LTE                          | 10%    |
| 054 | LTE                          | 10%    |
| 055 | LTE                          | 10%    |
| 056 | LTE                          | 10%    |
| 057 | LTE                          | 10%    |
| 058 | LTE                          | 5%     |
| 059 | LTE                          | 10%    |
| 061 | LTE                          | 10%    |
| 063 | LTE                          | 10%    |
| 065 | LTE                          | 10%    |
| 066 | LTE                          | 10%    |
| 171 | LTE                          | 10%    |
| 375 | LTE                          | List   |
| 708 | LTE                          | 10%    |
| 941 | LTE                          | 15%    |
| 984 | LTE                          | List   |
| 985 | LTE                          | List   |
| 989 | LTE                          | List   |
|     |                              |        |
| 823 | Maintenance                  | List   |
| 983 | Maintenance                  | List   |
|     |                              |        |
| 133 | Misc. Equipment              | 15%    |
| 299 | Misc. Equipment              | 15%    |
| 629 | Misc. Equipment              | 10%    |
| 682 | Misc. Equipment              | 20%    |
| 887 | Misc. Equipment              | 18.50% |
|     |                              |        |
| 554 | Mobile Accessories           | 15%    |
| 644 | Mobile Accessories           | 15%    |
|     |                              |        |
| 879 | Mobile Applications Software | 10%    |
|     |                              |        |
| 038 | Mobile Stations              | 10%    |
| 103 | Mobile Stations              | 10%    |
| 109 | Mobile Stations              | 26.50% |
| 159 | Mobile Stations              | 20%    |
| 189 | Mobile Stations              | 15%    |
| 276 | Mobile Stations              | 25%    |
| 287 | Mobile Stations              | 10%    |
| 374 | Mobile Stations              | 15%    |
| 426 | Mobile Stations              | 25%    |
| 466 | Mobile Stations              | 25%    |
| 471 | Mobile Stations              | 25%    |
| 484 | Mobile Stations              | 20%    |
| 500 | Mobile Stations              | 25%    |
| 511 | Mobile Stations              | 10%    |
| 514 | Mobile Stations              | 25%    |
| 518 | Mobile Stations              | 25%    |
| 527 | Mobile Stations              | 25%    |
| 571 | Mobile Stations              | 15%    |
| 585 | Mobile Stations              | 25%    |
| 652 | Mobile Stations              | 25%    |
| 655 | Mobile Stations              | 25%    |
| 656 | Mobile Stations              | 25%    |
| 681 | Mobile Stations              | 25%    |

|     |                                 |        |
|-----|---------------------------------|--------|
| 761 | Mobile Stations                 | 25%    |
| 775 | Mobile Stations                 | 16.50% |
| 776 | Mobile Stations                 | 20%    |
| 792 | Mobile Stations                 | 20%    |
| 869 | Mobile Stations                 | 20%    |
| 922 | Mobile Stations                 | 20%    |
|     |                                 |        |
| 216 | MOTOTRBO                        | 20%    |
| 422 | MOTOTRBO                        | 20%    |
| 475 | MOTOTRBO                        | 20%    |
| 516 | MOTOTRBO                        | 20%    |
| 557 | MOTOTRBO                        | 10%    |
| 563 | MOTOTRBO                        | 20%    |
| 777 | MOTOTRBO                        | 20%    |
|     |                                 |        |
| 131 | Network Products                | 10%    |
| 147 | Network Products                | 10%    |
| 207 | Network Products                | 10%    |
| 232 | Network Products                | 10%    |
| 708 | Network Products                | 17%    |
|     |                                 |        |
| 136 | Pagers/Receiver                 | 15%    |
| 169 | Pagers/Receiver                 | 20%    |
| 452 | Pagers/Receiver                 | 15%    |
| 361 | Paging/Recievers                | 15%    |
| 839 | Paging/Recievers                | 15%    |
| 940 | Paging/Recievers                | 15%    |
|     |                                 |        |
| 001 | Portable Radiophone (Portables) | 20%    |
| 004 | Portable Radiophone (Portables) | 20%    |
| 008 | Portable Radiophone (Portables) | 20%    |
| 018 | Portable Radiophone (Portables) | List   |
| 019 | Portable Radiophone (Portables) | List   |
| 027 | Portable Radiophone (Portables) | List   |
| 032 | Portable Radiophone (Portables) | 20%    |
| 037 | Portable Radiophone (Portables) | 20%    |
| 087 | Portable Radiophone (Portables) | 10%    |
| 128 | Portable Radiophone (Portables) | 20%    |
| 158 | Portable Radiophone (Portables) | 20%    |
| 185 | Portable Radiophone (Portables) | List   |
| 187 | Portable Radiophone (Portables) | 15%    |
| 205 | Portable Radiophone (Portables) | 25%    |
| 206 | Portable Radiophone (Portables) | 20%    |
| 209 | Portable Radiophone (Portables) | 20%    |
| 271 | Portable Radiophone (Portables) | 25%    |
| 291 | Portable Radiophone (Portables) | 25%    |
| 320 | Portable Radiophone (Portables) | 25%    |
| 332 | Portable Radiophone (Portables) | 20%    |
| 362 | Portable Radiophone (Portables) | 20%    |
| 372 | Portable Radiophone (Portables) | 20%    |
| 402 | Portable Radiophone (Portables) | 20%    |
| 407 | Portable Radiophone (Portables) | 25%    |
| 414 | Portable Radiophone (Portables) | 20%    |
| 426 | Portable Radiophone (Portables) | 25%    |
| 430 | Portable Radiophone (Portables) | 20%    |
| 442 | Portable Radiophone (Portables) | 20%    |
| 446 | Portable Radiophone (Portables) | 20%    |
| 453 | Portable Radiophone (Portables) | 25%    |
| 456 | Portable Radiophone (Portables) | 20%    |

|     |                                 |        |
|-----|---------------------------------|--------|
| 458 | Portable Radiophone (Portables) | 25%    |
| 470 | Portable Radiophone (Portables) | 25%    |
| 476 | Portable Radiophone (Portables) | 20%    |
| 477 | Portable Radiophone (Portables) | 20%    |
| 481 | Portable Radiophone (Portables) | 25%    |
| 483 | Portable Radiophone (Portables) | 25%    |
| 505 | Portable Radiophone (Portables) | 25%    |
| 527 | Portable Radiophone (Portables) | 25%    |
| 536 | Portable Radiophone (Portables) | 25%    |
| 562 | Portable Radiophone (Portables) | 25%    |
| 570 | Portable Radiophone (Portables) | 10%    |
| 577 | Portable Radiophone (Portables) | 20%    |
| 579 | Portable Radiophone (Portables) | 25%    |
| 619 | Portable Radiophone (Portables) | 15%    |
| 626 | Portable Radiophone (Portables) | 20%    |
| 654 | Portable Radiophone (Portables) | List   |
| 655 | Portable Radiophone (Portables) | 25%    |
| 656 | Portable Radiophone (Portables) | 25%    |
| 672 | Portable Radiophone (Portables) | 25%    |
| 687 | Portable Radiophone (Portables) | 18%    |
| 721 | Portable Radiophone (Portables) | 25%    |
| 726 | Portable Radiophone (Portables) | 25%    |
| 742 | Portable Radiophone (Portables) | 25%    |
| 749 | Portable Radiophone (Portables) | 33.50% |
| 755 | Portable Radiophone (Portables) | 25%    |
| 756 | Portable Radiophone (Portables) | 25%    |
| 778 | Portable Radiophone (Portables) | 20%    |
| 785 | Portable Radiophone (Portables) | 25%    |
| 795 | Portable Radiophone (Portables) | 25%    |
| 798 | Portable Radiophone (Portables) | 25%    |
| 837 | Portable Radiophone (Portables) | 25%    |
| 841 | Portable Radiophone (Portables) | 33.50% |
| 883 | Portable Radiophone (Portables) | 15%    |
| 977 | Portable Radiophone (Portables) | 10%    |
| 986 | Portable Radiophone (Portables) | List   |
|     |                                 | List   |
| 390 | Professional Services           | List   |
| 659 | Professional Services           | List   |
| 659 | Professional Services           | List   |
| 670 | Professional Services           | List   |
| 842 | Professional Services           | List   |
|     |                                 |        |
| 509 | Receivers                       | 21.50% |
| 512 | Receivers                       | 23%    |
| 743 | Receivers                       | 15%    |
|     |                                 |        |
| 608 | Records Management Software     | 10%    |
|     |                                 |        |
| 137 | Secure Solutions                | 5%     |
| 201 | Secure Solutions                | 10%    |
| 229 | Secure Solutions                | 14%    |
| 462 | Secure Solutions                | 10%    |
| 524 | Secure Solutions                | 15%    |
| 525 | Secure Solutions                | 15%    |
|     |                                 |        |
| 519 | Security                        | List   |
| 519 | Security                        | List   |
|     |                                 |        |
| 561 | Service/Maintenance             | List   |

|     |  |        |
|-----|--|--------|
| 769 | Service/Maintenance                          | List   |
| 769 | Service/Maintenance                          | List   |
| 772 | Service/Maintenance                          | List   |
| 929 | Service/Maintenance                          | List   |
| 206 | Service/Maintenance                          | List   |
| 293 | Service/Maintenance                          | List   |
|     |  |        |
| 195 | Software Upgrades/Flashport                  | List   |
| 371 | Software Upgrades/Flashport                  | List   |
| 430 | Software Upgrades/Flashport                  | 20%    |
|     |  |        |
| 262 | Test Equipment                               | 20%    |
| 854 | Test Equipment                               | List   |
|     |  |        |
| 293 | Training-Professional Services               | List   |
| 039 | Trunking Products and Systems                | 5%     |
| 085 | Trunking Products and Systems                | 15%    |
| 112 | Trunking Products and Systems                | 18%    |
| 115 | Trunking Products and Systems                | 10%    |
| 152 | Trunking Products and Systems                | 5%     |
| 277 | Trunking Products and Systems                | 20%    |
| 280 | Trunking Products and Systems                | 18.50% |
| 281 | Trunking Products and Systems                | 18.50% |
| 377 | Trunking Products and Systems                | 17%    |
| 495 | Trunking Products and Systems                | 15%    |
| 593 | Trunking Products and Systems                | 23%    |
| 708 | Trunking Products and Systems                | 17%    |
| 877 | Trunking Products and Systems                | 18.50% |
|     |  |        |
| 002 | Video Solutions                              | 10%    |
| 085 | Video Solutions                              | 10%    |
| 488 | Video Solutions                              | 10%    |
|     |  |        |
| 964 | Warranty                                     | List   |
|     |  |        |
| 218 | Wireless Mobility                            | 15%    |
| 606 | Wireless Mobility                            | 15%    |
| 683 | Wireless Mobility                            | 15%    |
| 832 | Wireless Mobility                            | 10%    |
| 907 | Wireless Mobility                            | 15%    |
| 908 | Wireless Mobility                            | 15%    |
|     |  |        |
|     |  |        |
|     | Package Discounts - Packages for System 01A7 | List   |
|     | Package Discounts - Packages for System 03BA | List   |
|     | Package Discounts - Packages for System 1027 | List   |



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## Spreadsheet instructions

- 1 - Review the radio packages in the "Radio Packages" tab and determine how many of each package are required to be shipped each year.
- 2 - Select the "Ship schedule" tab and enter the number of each radio package and options and accessories required each year.
- 3 - Email the document back to [jeff.van.dell@motorolasolutions.com](mailto:jeff.van.dell@motorolasolutions.com) by January 31, 2020.

| Line # | Item Number  | Description   | Quantity | Term | Unit List Price<br>December<br>2019 | HGAC<br>Discount % | Example<br>Quantity<br>Discount % | Unit Sale Price | Ext. Sale Price | APC  | Notes  |
|--------|--|---|----------|------|-------------------------------------|--------------------|-----------------------------------|-----------------|-----------------|------|--|
|        | Law Enforcement<br>Triband Portable:<br>APX8000                    |   |          |      |                                     |                    |                                   |                 |                 |      |  |
| 1      | H91TGD9PW7AN   | APX 8000 ALL BAND PORTABLE MODEL 3.5  | 1        |      | \$6,292.00                          | 27%                | 18%                               | \$3,766.39      | \$3,766.39      | 0579 |  |
| 1      | a Q806CB   | ADD: ASTRO DIGITAL CAI OPERATION  | 1        |      | \$515.00                            | 27%                | 18%                               | \$308.28        | \$308.28        | 0579 |  |
| 1      | b Q361AN   | ADD: P25 9600 BAUD TRUNKING   | 1        |      | \$300.00                            | 27%                | 18%                               | \$179.58        | \$179.58        | 0579 |  |
| 1      | c QA00580AA  | ADD: TDMA OPERATION   | 1        |      | \$450.00                            | 27%                | 18%                               | \$269.37        | \$269.37        | 0579 |  |
| 1      | d Q58AL  | ADD: 3Y ESSENTIAL SERVICE   | 1        |      | \$110.00                            | 0%                 | 0%                                | \$110.00        | \$110.00        | 0185 |  |
| 1      | e QA09007AA  | ADD: OUT OF THE BOX WIFI<br>PROVISIONING  | 1        |      | \$0.00                              | 0%                 | 18%                               | \$0.00          | \$0.00          | 0579 |  |
| 1      | f QA09001AB  | ADD: WIFI CAPABILITY  | 1        |      | \$300.00                            | 27%                | 18%                               | \$179.58        | \$179.58        | 0579 |  |
| 1      | g H38BS  | ADD: SMARTZONE OPERATION  | 1        |      | \$1,500.00                          | 27%                | 18%                               | \$897.90        | \$897.90        | 0579 |  |
| 1      | h G996AP   | ADD: PROGRAMMING OVER P25 (OTAP)  | 1        |      | \$100.00                            | 27%                | 18%                               | \$59.86         | \$59.86         | 0579 |  |
| 1      | i Q629AH   | ENH: AES ENCRYPTION   | 1        |      | \$475.00                            | 27%                | 18%                               | \$284.34        | \$284.34        | 0579 |  |
| 1      | j QA09008AA  | ADD: GROUP SERVICES   | 1        |      | \$150.00                            | 27%                | 18%                               | \$89.79         | \$89.79         | 0579 |  |
| 1      | k QA07682AA  | ADD: SMARTCONNECT   | 1        |      | \$0.00                              | 0%                 | 18%                               | \$0.00          | \$0.00          | 0579 | \$6,145.09   |
| 1      | l Q887   | ADD: 5Y ESSENTIAL SERVICE   | 1        |      | \$96.00                             | 0%                 | 0%                                | \$96.00         | \$96.00         | 185  | Price is the difference<br>between the 3 year and 5<br>year service.                   |
| 1      | m H869   | ENH: MULTIKEY ENCRYPTION  | 1        |      | \$330.00                            | 27%                | 18%                               | \$197.54        | \$197.54        | 579  |  |
| 1      | n Q498   | ENH: OTAR with MULTIKEY ENCRYPTION  | 1        |      | \$740.00                            | 27%                | 18%                               | \$442.96        | \$442.96        | 579  |  |
| 1      | o Q15AJ  | ADD: AES/DES-XL/DES-OFB ENCRYPTION  | 1        |      | \$324.00                            | 27%                | 18%                               | \$193.95        | \$193.95        | 579  | Price is the difference<br>between the DES/AES<br>feature and the AES only<br>feature. |
| 2      | PMNN4486A  | BATT IMPRES 2 LION R IP67 3400T   | 1        |      | \$163.00                            | 25%                | 18%                               | \$100.25        | \$100.25        | 0453 |  |
| 3      | PMMN4099BL   | AUDIO ACCESSORY-REMOTE SPEAKER<br>MICROPHONE,IP68 REMOTE SPEAKER<br>MICROPHONE,3.5MM,UL | 1        |      | \$132.00                            | 20%                | 18%                               | \$86.59         | \$86.59         | 0372 |  |
| 4      | NNTN8860A  | CHARGER, SINGLE-UNIT, IMPRES 2, 3A,<br>115VAC, US/NA                                    | 1        |      | \$165.00                            | 25%                | 18%                               | \$101.48        | \$101.48        | 0785 |  |
| 5      | NNTN8844A  | CHARGER, MULTI-UNIT, IMPRES 2, 6-DISP,<br>NA/LA-PLUG, ACC USB CHGR                      | 1        |      | \$1,375.00                          | 25%                | 18%                               | \$845.63        | \$845.63        | 0785 |  |
|        | Law Enforcement Dual<br>Band Portable<br>VHF/7/800 MHz:<br>APX8000 |   |          |      |                                     |                    |                                   |                 |                 |      |  |
| 6      | H91TGD9PW7AN   | APX 8000 ALL BAND PORTABLE MODEL 3.5  | 1        |      | \$6,292.00                          | 27%                | 18%                               | \$3,766.39      | \$3,766.39      | 0579 |  |
| 6      | a Q806CB   | ADD: ASTRO DIGITAL CAI OPERATION  | 1        |      | \$515.00                            | 27%                | 18%                               | \$308.28        | \$308.28        | 0579 |  |
| 6      | b Q361AN   | ADD: P25 9600 BAUD TRUNKING   | 1        |      | \$300.00                            | 27%                | 18%                               | \$179.58        | \$179.58        | 0579 |  |
| 6      | c QA00580AA  | ADD: TDMA OPERATION   | 1        |      | \$450.00                            | 27%                | 18%                               | \$269.37        | \$269.37        | 0579 |  |
| 6      | d Q58AL  | ADD: 3Y ESSENTIAL SERVICE   | 1        |      | \$110.00                            | 0%                 | 0%                                | \$110.00        | \$110.00        | 0185 |  |
| 6      | e QA05509AA  | DEL: DELETE UHF BAND  | 1        |      | -\$800.00                           | 27%                | 18%                               | -\$478.88       | -\$478.88       | 0579 |  |
| 6      | f QA09007AA  | ADD: OUT OF THE BOX WIFI<br>PROVISIONING  | 1        |      | \$0.00                              | 0%                 | 18%                               | \$0.00          | \$0.00          | 0579 |  |
| 6      | g QA09001AB  | ADD: WIFI CAPABILITY  | 1        |      | \$300.00                            | 27%                | 18%                               | \$179.58        | \$179.58        | 0579 |  |
| 6      | h H38BS  | ADD: SMARTZONE OPERATION  | 1        |      | \$1,500.00                          | 27%                | 18%                               | \$897.90        | \$897.90        | 0579 |  |
| 6      | i G996AP   | ADD: PROGRAMMING OVER P25 (OTAP)  | 1        |      | \$100.00                            | 27%                | 18%                               | \$59.86         | \$59.86         | 0579 |  |

|    |   |   |   |   |  |            |     |     |            |            |      |   |
|----|---|---|---|---|--|------------|-----|-----|------------|------------|------|---|
| 6  | j | Q629AH  | ENH: AES ENCRYPTION   | 1 |  | \$475.00   | 27% | 18% | \$284.34   | \$284.34   | 0579 |   |
| 6  | k | QA09008AA   | ADD: GROUP SERVICES   | 1 |  | \$150.00   | 27% | 18% | \$89.79    | \$89.79    | 0579 |   |
| 6  | l | QA07682AA   | ADD: SMARTCONNECT   | 1 |  | \$0.00     | 0%  | 18% | \$0.00     | \$0.00     | 0579 | \$5,666.21  |
| 6  | m | Q887  | ADD: 5Y ESSENTIAL SERVICE   | 1 |  | \$96.00    | 0%  | 0%  | \$96.00    | \$96.00    | 185  | Price is the difference between the 3 year and 5 year service.                |
| 6  | n | H869  | ENH: MULTIKEY ENCRYPTION  | 1 |  | \$330.00   | 27% | 18% | \$197.54   | \$197.54   | 579  |   |
| 6  | o | Q498  | ENH: OTAR with MULTIKEY ENCRYPTION  | 1 |  | \$740.00   | 27% | 18% | \$442.96   | \$442.96   | 579  |   |
| 6  |   | Q15AJ   | ADD: AES/DES-XL/DES-OFB ENCRYPTION  | 1 |  | \$324.00   | 27% | 18% | \$193.95   | \$193.95   | 579  | Price is the difference between the DES/AES feature and the AES only feature. |
| 7  |   | PMNN4486A   | BATT IMPRES 2 LIION R IP67 3400T  | 1 |  | \$163.00   | 25% | 18% | \$100.25   | \$100.25   | 0453 |   |
| 8  |   | PMMN4099BL  | AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,IP68 REMOTE SPEAKER MICROPHONE,3.5MM,UL | 1 |  | \$132.00   | 20% | 18% | \$86.59    | \$86.59    | 0372 |   |
| 9  |   | NNTN8860A   | CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA                                 | 1 |  | \$165.00   | 25% | 18% | \$101.48   | \$101.48   | 0785 |   |
| 10 |   | NNTN8844A   | CHARGER, MULTI-UNIT, IMPRES 2, 6-DISP, NA/LA-PLUG, ACC USB CHGR                   | 1 |  | \$1,375.00 | 25% | 18% | \$845.63   | \$845.63   | 0785 |   |
|    |   | Law Enforcement Dual Band Portable UHF/7/800 MHz: APX8000 |   |   |  |            |     |     |            |            |      |   |
| 11 |   | H91TGD9PW7AN  | APX 8000 ALL BAND PORTABLE MODEL 3.5  | 1 |  | \$6,292.00 | 27% | 18% | \$3,766.39 | \$3,766.39 | 0579 |   |
| 11 | a | Q806CB  | ADD: ASTRO DIGITAL CAI OPERATION  | 1 |  | \$515.00   | 27% | 18% | \$308.28   | \$308.28   | 0579 |   |
| 11 | b | Q361AN  | ADD: P25 9600 BAUD TRUNKING   | 1 |  | \$300.00   | 27% | 18% | \$179.58   | \$179.58   | 0579 |   |
| 11 | c | QA00580AA   | ADD: TDMA OPERATION   | 1 |  | \$450.00   | 27% | 18% | \$269.37   | \$269.37   | 0579 |   |
| 11 | d | Q58AL   | ADD: 3Y ESSENTIAL SERVICE   | 1 |  | \$110.00   | 0%  | 0%  | \$110.00   | \$110.00   | 0185 |   |
| 11 | e | QA05508AA   | DEL: DELETE VHF BAND  | 1 |  | -\$800.00  | 27% | 18% | -\$478.88  | -\$478.88  | 0579 |   |
| 11 | f | QA09007AA   | ADD: OUT OF THE BOX WIFI PROVISIONING   | 1 |  | \$0.00     | 0%  | 18% | \$0.00     | \$0.00     | 0579 |   |
| 11 | g | QA09001AB   | ADD: WIFI CAPABILITY  | 1 |  | \$300.00   | 27% | 18% | \$179.58   | \$179.58   | 0579 |   |
| 11 | h | H38BS   | ADD: SMARTZONE OPERATION  | 1 |  | \$1,500.00 | 27% | 18% | \$897.90   | \$897.90   | 0579 |   |
| 11 | i | G996AP  | ADD: PROGRAMMING OVER P25 (OTAP)  | 1 |  | \$100.00   | 27% | 18% | \$59.86    | \$59.86    | 0579 |   |
| 11 | j | Q629AH  | ENH: AES ENCRYPTION   | 1 |  | \$475.00   | 27% | 18% | \$284.34   | \$284.34   | 0579 |   |
| 11 | k | QA09008AA   | ADD: GROUP SERVICES   | 1 |  | \$150.00   | 27% | 18% | \$89.79    | \$89.79    | 0579 |   |
| 11 | l | QA07682AA   | ADD: SMARTCONNECT   | 1 |  | \$0.00     | 0%  | 18% | \$0.00     | \$0.00     | 0579 | \$5,666.21  |
| 11 | m | Q887  | ADD: 5Y ESSENTIAL SERVICE   | 1 |  | \$96.00    | 0%  | 0%  | \$96.00    | \$96.00    | 185  | Price is the difference between the 3 year and 5 year service.                |
| 11 | n | H869  | ENH: MULTIKEY ENCRYPTION  | 1 |  | \$330.00   | 27% | 18% | \$197.54   | \$197.54   | 579  |   |
| 11 | o | Q498  | ENH: OTAR with MULTIKEY ENCRYPTION  | 1 |  | \$740.00   | 27% | 18% | \$442.96   | \$442.96   | 579  |   |
| 11 | p | Q15AJ   | ADD: AES/DES-XL/DES-OFB ENCRYPTION  | 1 |  | \$324.00   | 27% | 18% | \$193.95   | \$193.95   | 579  | Price is the difference between the DES/AES feature and the AES only feature. |
| 12 |   | PMNN4486A   | BATT IMPRES 2 LIION R IP67 3400T  | 1 |  | \$163.00   | 25% | 18% | \$100.25   | \$100.25   | 0453 |   |
| 13 |   | PMMN4099BL  | AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,IP68 REMOTE SPEAKER MICROPHONE,3.5MM,UL | 1 |  | \$132.00   | 20% | 18% | \$86.59    | \$86.59    | 0372 |   |
| 14 |   | NNTN8860A   | CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA                                 | 1 |  | \$165.00   | 25% | 18% | \$101.48   | \$101.48   | 0785 |   |

|    |   |   |   |   |  |            |     |     |            |            |      |  |
|----|---|---|---|---|--|------------|-----|-----|------------|------------|------|--|
| 15 |   | NNTN8844A   | CHARGER, MULTI-UNIT, IMPRES 2, 6-DISP,<br>NA/LA-PLUG, ACC USB CHGR                      | 1 |  | \$1,375.00 | 25% | 18% | \$845.63   | \$845.63   | 0785 |  |
|    |   | Law Enforcement<br>Single Band Portable<br>7/800 MHz: APX8000 |   |   |  |            |     |     |            |            |      |  |
| 16 |   | H91TGD9PW7AN  | APX 8000 ALL BAND PORTABLE MODEL 3.5  | 1 |  | \$6,292.00 | 27% | 18% | \$3,766.39 | \$3,766.39 | 0579 |  |
| 16 | a | Q806CB  | ADD: ASTRO DIGITAL CAI OPERATION  | 1 |  | \$515.00   | 27% | 18% | \$308.28   | \$308.28   | 0579 |  |
| 16 | b | Q361AN  | ADD: P25 9600 BAUD TRUNKING   | 1 |  | \$300.00   | 27% | 18% | \$179.58   | \$179.58   | 0579 |  |
| 16 | c | QA00580AA   | ADD: TDMA OPERATION   | 1 |  | \$450.00   | 27% | 18% | \$269.37   | \$269.37   | 0579 |  |
| 16 | d | Q58AL   | ADD: 3Y ESSENTIAL SERVICE   | 1 |  | \$110.00   | 0%  | 0%  | \$110.00   | \$110.00   | 0185 |  |
| 16 | e | QA05509AA   | DEL: DELETE UHF BAND  | 1 |  | -\$800.00  | 27% | 18% | -\$478.88  | -\$478.88  | 0579 |  |
| 16 | f | QA05508AA   | DEL: DELETE VHF BAND  | 1 |  | -\$800.00  | 27% | 18% | -\$478.88  | -\$478.88  | 0579 |  |
| 16 | g | QA09007AA   | ADD: OUT OF THE BOX WIFI<br>PROVISIONING  | 1 |  | \$0.00     | 0%  | 18% | \$0.00     | \$0.00     | 0579 |  |
| 16 | h | QA09001AB   | ADD: WIFI CAPABILITY  | 1 |  | \$300.00   | 27% | 18% | \$179.58   | \$179.58   | 0579 |  |
| 16 | i | H38BS   | ADD: SMARTZONE OPERATION  | 1 |  | \$1,500.00 | 27% | 18% | \$897.90   | \$897.90   | 0579 |  |
| 16 | j | G996AP  | ADD: PROGRAMMING OVER P25 (OTAP)  | 1 |  | \$100.00   | 27% | 18% | \$59.86    | \$59.86    | 0579 |  |
| 16 | k | Q629AH  | ENH: AES ENCRYPTION   | 1 |  | \$475.00   | 27% | 18% | \$284.34   | \$284.34   | 0579 |  |
| 16 | l | QA09008AA   | ADD: GROUP SERVICES   | 1 |  | \$150.00   | 27% | 18% | \$89.79    | \$89.79    | 0579 |  |
| 16 | m | QA07682AA   | ADD: SMARTCONNECT   | 1 |  | \$0.00     | 0%  | 18% | \$0.00     | \$0.00     | 0579 | \$5,187.33   |
| 16 | n | Q887  | ADD: 5Y ESSENTIAL SERVICE   | 1 |  | \$96.00    | 0%  | 0%  | \$96.00    | \$96.00    | 185  | Price is the difference<br>between the 3 year and 5<br>year service.                   |
| 16 | o | H869  | ENH: MULTIKEY ENCRYPTION  | 1 |  | \$330.00   | 27% | 18% | \$197.54   | \$197.54   | 579  |  |
| 16 | p | Q498  | ENH: OTAR with MULTIKEY ENCRYPTION  | 1 |  | \$740.00   | 27% | 18% | \$442.96   | \$442.96   | 579  |  |
| 16 | q | Q15AJ   | ADD: AES/DES-XL/DES-OFB ENCRYPTION  | 1 |  | \$324.00   | 27% | 18% | \$193.95   | \$193.95   | 579  | Price is the difference<br>between the DES/AES<br>feature and the AES only<br>feature. |
| 17 |   | PMNN4486A   | BATT IMPRES 2 LIION R IP67 3400T  | 1 |  | \$163.00   | 25% | 18% | \$100.25   | \$100.25   | 0453 |  |
| 18 |   | PMMN4099BL  | AUDIO ACCESSORY-REMOTE SPEAKER<br>MICROPHONE,IP68 REMOTE SPEAKER<br>MICROPHONE,3.5MM,UL | 1 |  | \$132.00   | 20% | 18% | \$86.59    | \$86.59    | 0372 |  |
| 19 |   | NNTN8860A   | CHARGER, SINGLE-UNIT, IMPRES 2, 3A,<br>115VAC, US/NA                                    | 1 |  | \$165.00   | 25% | 18% | \$101.48   | \$101.48   | 0785 |  |
| 20 |   | NNTN8844A   | CHARGER, MULTI-UNIT, IMPRES 2, 6-DISP,<br>NA/LA-PLUG, ACC USB CHGR                      | 1 |  | \$1,375.00 | 25% | 18% | \$845.63   | \$845.63   | 0785 |  |
|    |   | Fire Triband Portable:<br>APX8000XE                           |   |   |  |            |     |     |            |            |      |  |
| 21 |   | H91TGD9PW7AN  | APX 8000 ALL BAND PORTABLE MODEL 3.5  | 1 |  | \$6,292.00 | 27% | 18% | \$3,766.39 | \$3,766.39 | 0579 |  |
| 21 | a | Q806CB  | ADD: ASTRO DIGITAL CAI OPERATION  | 1 |  | \$515.00   | 27% | 18% | \$308.28   | \$308.28   | 0579 |  |
| 21 | b | Q361AN  | ADD: P25 9600 BAUD TRUNKING   | 1 |  | \$300.00   | 27% | 18% | \$179.58   | \$179.58   | 0579 |  |
| 21 | c | QA02006AC   | ENH: APX8000XE RUGGED RADIO   | 1 |  | \$800.00   | 27% | 18% | \$478.88   | \$478.88   | 0579 |  |
| 21 | d | QA00580AA   | ADD: TDMA OPERATION   | 1 |  | \$450.00   | 27% | 18% | \$269.37   | \$269.37   | 0579 |  |
| 21 | e | Q58AL   | ADD: 3Y ESSENTIAL SERVICE   | 1 |  | \$110.00   | 0%  | 0%  | \$110.00   | \$110.00   | 0185 |  |
| 21 | f | QA09007AA   | ADD: OUT OF THE BOX WIFI<br>PROVISIONING  | 1 |  | \$0.00     | 0%  | 18% | \$0.00     | \$0.00     | 0579 |  |
| 21 | g | QA09001AB   | ADD: WIFI CAPABILITY  | 1 |  | \$300.00   | 27% | 18% | \$179.58   | \$179.58   | 0579 |  |
| 21 | h | H38BS   | ADD: SMARTZONE OPERATION  | 1 |  | \$1,500.00 | 27% | 18% | \$897.90   | \$897.90   | 0579 |  |
| 21 | i | G996AP  | ADD: PROGRAMMING OVER P25 (OTAP)  | 1 |  | \$100.00   | 27% | 18% | \$59.86    | \$59.86    | 0579 |  |
| 21 | j | Q629AH  | ENH: AES ENCRYPTION   | 1 |  | \$475.00   | 27% | 18% | \$284.34   | \$284.34   | 0579 |  |
| 21 | k | QA01427AG   | ALT: APX8000/XE HOUSING GREEN   | 1 |  | \$25.00    | 27% | 18% | \$14.97    | \$14.97    | 0579 |  |
| 21 | l | QA09008AA   | ADD: GROUP SERVICES   | 1 |  | \$150.00   | 27% | 18% | \$89.79    | \$89.79    | 0579 |  |

[illegible]

|    |   |   |   |   |  |            |     |     |            |            |      |  |
|----|---|---|---|---|--|------------|-----|-----|------------|------------|------|--|
| 33 |   | H51UCH9PW7AN  | APX 4000 7/800 MHZ MODEL 3 PORTABLE   | 1 |  | \$2,392.00 | 27% | 18% | \$1,431.85 | \$1,431.85 | 0426 |  |
| 33 | a | G996AZ  | ADD: PROGRAMMING OVER P25 (OTAP)  | 1 |  | \$100.00   | 27% | 18% | \$59.86    | \$59.86    | 0426 |  |
| 33 | b | QA02756AB   | ENH: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM                                     | 1 |  | \$1,570.00 | 27% | 18% | \$939.80   | \$939.80   | 0426 |  |
| 33 | c | QA00580AF   | ADD: TDMA OPERATION   | 1 |  | \$450.00   | 27% | 18% | \$269.37   | \$269.37   | 0426 |  |
| 33 | d | Q629AM  | ENH: AES ENCRYPTION   | 1 |  | \$475.00   | 27% | 18% | \$284.34   | \$284.34   | 0426 |  |
| 33 | e | H885BK  | ADD: 3Y ESSENTIAL SERVICE   | 1 |  | \$90.00    | 0%  | 0%  | \$90.00    | \$90.00    | 0185 |  |
| 33 | f | QA09008AA   | ADD: GROUP SERVICES   | 1 |  | \$150.00   | 27% | 18% | \$89.79    | \$89.79    | 0426 | \$3,165.01   |
| 33 | g | Q887  | ADD: 5Y ESSENTIAL SERVICE   | 1 |  | \$72.00    | 0%  | 0%  | \$72.00    | \$72.00    | 185  | Price is the difference between the 3 year and 5 year service. |
| 33 | h | H869  | ENH: MULTIKEY ENCRYPTION  | 1 |  | \$330.00   | 27% | 18% | \$197.54   | \$197.54   | 579  |  |
| 34 |   | NNTN8128BR  | BATT IMPRES LIION 2000T   | 1 |  | \$117.00   | 25% | 18% | \$71.96    | \$71.96    | 0453 |  |
| 35 |   | PMMN4099BL  | AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,IP68 REMOTE SPEAKER MICROPHONE,3.5MM,UL | 1 |  | \$132.00   | 20% | 18% | \$86.59    | \$86.59    | 0372 |  |
| 36 |   | PMPN4174A   | CHGR DESKTOP SINGLE UNIT IMPRES, US/NA  | 1 |  | \$76.00    | 25% | 18% | \$46.74    | \$46.74    | 0785 |  |
| 37 |   | PMPN4284  | MULTIUNIT CHARGER   | 1 |  | \$655.00   | 25% | 18% | \$402.83   | \$402.83   | 785  |  |
|    |   | Undercover Law Enforcement/Public Works 7/800 MHz: APX900 |   |   |  |            |     |     |            |            |      |  |
| 38 |   | H92UCH9PW7AN  | APX 900 7/800 MHZ MODEL 3 PORTABLE  | 1 |  | \$1,803.00 | 27% | 18% | \$1,079.28 | \$1,079.28 | 0837 |  |
| 38 | a | QA06765AA   | ALT: IMPRESS LI-ION 3000MAH   | 1 |  | \$85.00    | 27% | 18% | \$50.88    | \$50.88    | 0837 |  |
| 38 | b | G996AZ  | ADD: PROGRAMMING OVER P25 (OTAP)  | 1 |  | \$100.00   | 27% | 18% | \$59.86    | \$59.86    | 0837 |  |
| 38 | c | QA04096AA   | ENH: P25 TRUNKING   | 1 |  | \$1,070.00 | 27% | 18% | \$640.50   | \$640.50   | 0837 |  |
| 38 | d | QA06653AA   | ENH: AES 256 SW ENCRYPTION  | 1 |  | \$325.00   | 27% | 18% | \$194.55   | \$194.55   | 0837 |  |
| 38 | e | QA00580AF   | ADD: TDMA OPERATION   | 1 |  | \$450.00   | 27% | 18% | \$269.37   | \$269.37   | 0837 |  |
| 38 | f | H885BK  | ADD: 3Y ESSENTIAL SERVICE   | 1 |  | \$90.00    | 0%  | 0%  | \$90.00    | \$90.00    | 0185 |  |
| 38 | g | QA09008AA   | ADD: GROUP SERVICES   | 1 |  | \$150.00   | 27% | 18% | \$89.79    | \$89.79    | 0837 | \$2,474.22   |
| 38 | h | Q887  | ADD: 5Y ESSENTIAL SERVICE   | 1 |  | \$72.00    | 0%  | 0%  | \$72.00    | \$72.00    | 185  | Price is the difference between the 3 year and 5 year service. |
| 38 | i | H869  | ENH: MULTIKEY ENCRYPTION  | 1 |  | \$75.00    | 27% | 18% | \$44.90    | \$44.90    | 579  |  |
| 39 |   | PMNN4493A   | BATT IMPRES LIION HE DENS IP68 3000T  | 1 |  | \$135.00   | 25% | 18% | \$83.03    | \$83.03    | 0453 |  |
| 40 |   | PMMN4099BL  | AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,IP68 REMOTE SPEAKER MICROPHONE,3.5MM,UL | 1 |  | \$132.00   | 20% | 18% | \$86.59    | \$86.59    | 0372 |  |
| 41 |   | PMPN4174A   | CHGR DESKTOP SINGLE UNIT IMPRES, US/NA  | 1 |  | \$76.00    | 25% | 18% | \$46.74    | \$46.74    | 0785 |  |
| 42 |   | PMPN4284  | MULTIUNIT CHARGER   | 1 |  | \$655.00   | 25% | 18% | \$402.83   | \$402.83   | 785  |  |
|    |   | Public Safety Triband Mobile: APX8500                     |   |   |  |            |     |     |            |            |      |  |
| 43 |   | M37TSS9PW1AN  | APX8500 ALL BAND MP MOBILE  | 1 |  | \$4,770.00 | 27% | 18% | \$2,855.32 | \$2,855.32 | 0681 |  |
| 43 | a | GA09007AA   | ADD: OUT OF THE BOX WIFI PROVISIONING   | 1 |  | \$0.00     | 0%  | 18% | \$0.00     | \$0.00     | 0681 |  |
| 43 | b | G996AS  | ENH: OVER THE AIR PROVISIONING  | 1 |  | \$100.00   | 27% | 18% | \$59.86    | \$59.86    | 0681 |  |
| 43 | c | GA00250AA   | ADD: WIFI/GNSS STUBBY ANTENNA LMR240  | 1 |  | \$100.00   | 27% | 18% | \$59.86    | \$59.86    | 0681 |  |
| 43 | d | G67DF   | ADD: REMOTE MOUNT 05 MP   | 1 |  | \$297.00   | 27% | 18% | \$177.78   | \$177.78   | 0681 |  |
| 43 | e | GA01513AB   | ADD: ALL BAND MOBILE ANTENNA (7/8/V/U)  | 1 |  | \$95.00    | 27% | 18% | \$56.87    | \$56.87    | 0681 |  |
| 43 | f | GA00580AA   | ADD: TDMA OPERATION   | 1 |  | \$450.00   | 27% | 18% | \$269.37   | \$269.37   | 0681 |  |

|    |   |   |  |   |  |            |     |     |            |            |      |  |
|----|---|---|--|---|--|------------|-----|-----|------------|------------|------|--|
| 43 | g | G51AT   | ENH:SMARTZONE  | 1 |  | \$1,500.00 | 27% | 18% | \$897.90   | \$897.90   | 0681 |  |
| 43 | h | G78AT   | ENH: 3 YEAR ESSENTIAL SVC                              | 1 |  | \$168.00   | 0%  | 0%  | \$168.00   | \$168.00   | 0185 |  |
| 43 | i | GA09001AA   | ADD: WI-FI CAPABILITY                                  | 1 |  | \$300.00   | 27% | 18% | \$179.58   | \$179.58   | 0681 |  |
| 43 | j | B18CR   | ADD: AUXILIARY SPKR 7.5 WATT APX                       | 1 |  | \$60.00    | 27% | 18% | \$35.92    | \$35.92    | 0681 |  |
| 43 | k | G843AH  | ADD: AES ENCRYPTION                                    | 1 |  | \$475.00   | 27% | 18% | \$284.34   | \$284.34   | 0681 |  |
| 43 | l | G442AJ  | ADD: APX O5 CONTROL HEAD                               | 1 |  | \$432.00   | 27% | 18% | \$258.60   | \$258.60   | 0681 |  |
| 43 | m | G444AH  | ADD: APX CONTROL HEAD SOFTWARE                         | 1 |  | \$0.00     | 0%  | 18% | \$0.00     | \$0.00     | 0681 |  |
| 43 | n | GA01517AA   | DEL: NO J600 ADAPTER CABLE NEEDED                      | 1 |  | \$0.00     | 0%  | 18% | \$0.00     | \$0.00     | 0681 |  |
| 43 | o | G806BL  | ENH: ASTRO DIGITAL CAI OP APX                          | 1 |  | \$515.00   | 27% | 18% | \$308.28   | \$308.28   | 0681 |  |
| 43 | p | W22BA   | ADD: STD PALM MICROPHONE APX                           | 1 |  | \$72.00    | 27% | 18% | \$43.10    | \$43.10    | 0681 |  |
| 43 | q | G361AH  | ENH: P25 TRUNKING SOFTWARE APX                         | 1 |  | \$300.00   | 27% | 18% | \$179.58   | \$179.58   | 0681 |  |
| 43 | r | GA09008AA   | ADD: GROUP SERVICES                                    | 1 |  | \$150.00   | 27% | 18% | \$89.79    | \$89.79    | 0681 | \$5,924.14   |
| 43 | s | GA00318   | ADD: 5Y ESSENTIAL SERVICE                              | 1 |  | \$151.00   | 0%  | 0%  | \$151.00   | \$151.00   | 185  | Price is the difference between the 3 year and 5 year service.   |
| 43 | t | W969  | ENH: MULTIKEY ENCRYPTION                               | 1 |  | \$330.00   | 27% | 18% | \$197.54   | \$197.54   | 681  |  |
| 43 | u | G298  | ENH: ASTRO 25 OTAR W/ MULTIKEY                         | 1 |  | \$740.00   | 27% | 18% | \$442.96   | \$442.96   | 681  |  |
| 43 | v | G851  | ADD: AES/DES-XL/DES-OFB ENCRYPTION                     | 1 |  | \$324.00   | 27% | 18% | \$193.95   | \$193.95   | 681  | Price is the difference between the DES/AES feature and the AES only feature.  |
| 43 | w | G72   | ADD: APX O3 HANDHELD CH                                | 1 |  | \$442.00   | 27% | 18% | \$264.58   | \$264.58   | 656  | Price is the difference between the O3 control head and the O5 control head included in the base package and subtracts the microphone. |
| 43 | x | GA00092   | DUAL O5 CONTROL HEAD                                   | 1 |  | \$732.00   | 27% | 18% | \$438.18   | \$438.18   | 656  | dual control head + 2nd microphone + 2nd speaker + two 17 foot control   |
| 44 |   | H1919   | MULTIPLEXER,_ALL BAND, APX8500, VEHICLE                | 1 |  | \$155.00   | 20% | 18% | \$101.68   | \$101.68   | 0189 | Price is the difference between the multiplexer and the all band antenna.  |
| 45 |   | HAE6016A  | ANT LOW PROFILE 450-512 MHZ                            | 1 |  | \$120.00   | 20% | 18% | \$78.72    | \$78.72    | 0554 |  |
| 46 |   | HAF4016A  | UNITY GAIN ANTENNA QUARTERWAVE 762-870MHZ - ROOF MOUNT | 1 |  | \$23.00    | 20% | 18% | \$15.09    | \$15.09    | 0554 |  |
| 47 |   | HAD4021A  | VHF ANT WIDEBAND 136-174 MHZ                           | 1 |  | \$60.00    | 25% | 18% | \$36.90    | \$36.90    | 0291 |  |
|    |   | Public Safety Dual Band Mobile VHF/7/800 MHz: APX8500 |  |   |  |            |     |     |            |            |      |  |
| 48 |   | M37TSS9PW1AN  | APX8500 ALL BAND MP MOBILE                             | 1 |  | \$4,770.00 | 27% | 18% | \$2,855.32 | \$2,855.32 | 0681 |  |
| 48 | a | GA09007AA   | ADD: OUT OF THE BOX WIFI PROVISIONING                  | 1 |  | \$0.00     | 0%  | 18% | \$0.00     | \$0.00     | 0681 |  |
| 48 | b | G996AS  | ENH: OVER THE AIR PROVISIONING                         | 1 |  | \$100.00   | 27% | 18% | \$59.86    | \$59.86    | 0681 |  |
| 48 | c | GA00250AA   | ADD: WIFI/GNSS STUBBY ANTENNA LMR240                   | 1 |  | \$100.00   | 27% | 18% | \$59.86    | \$59.86    | 0681 |  |
| 48 | d | G67DF   | ADD: REMOTE MOUNT O5 MP                                | 1 |  | \$297.00   | 27% | 18% | \$177.78   | \$177.78   | 0681 |  |
| 48 | e | GA01513AB   | ADD: ALL BAND MOBILE ANTENNA (7/8/V/U)                 | 1 |  | \$95.00    | 27% | 18% | \$56.87    | \$56.87    | 0681 |  |
| 48 | f | GA00580AA   | ADD: TDMA OPERATION                                    | 1 |  | \$450.00   | 27% | 18% | \$269.37   | \$269.37   | 0681 |  |
| 48 | g | G51AT   | ENH:SMARTZONE  | 1 |  | \$1,500.00 | 27% | 18% | \$897.90   | \$897.90   | 0681 |  |
| 48 | h | G78AT   | ENH: 3 YEAR ESSENTIAL SVC                              | 1 |  | \$168.00   | 0%  | 0%  | \$168.00   | \$168.00   | 0185 |  |



|    |   |   |  |   |  |            |     |     |            |            |      |  |
|----|---|---|--|---|--|------------|-----|-----|------------|------------|------|--|
| 48 | i | GA05509AA   | DEL: DELETE UHF BAND                                   | 1 |  | -\$800.00  | 27% | 18% | -\$478.88  | -\$478.88  | 0681 |  |
| 48 | j | GA09001AA   | ADD: WI-FI CAPABILITY                                  | 1 |  | \$300.00   | 27% | 18% | \$179.58   | \$179.58   | 0681 |  |
| 48 | k | B18CR   | ADD: AUXILIARY SPKR 7.5 WATT APX                       | 1 |  | \$60.00    | 27% | 18% | \$35.92    | \$35.92    | 0681 |  |
| 48 | l | G843AH  | ADD: AES ENCRYPTION                                    | 1 |  | \$475.00   | 27% | 18% | \$284.34   | \$284.34   | 0681 |  |
| 48 | m | G442AJ  | ADD: APX O5 CONTROL HEAD                               | 1 |  | \$432.00   | 27% | 18% | \$258.60   | \$258.60   | 0681 |  |
| 48 | n | G444AH  | ADD: APX CONTROL HEAD SOFTWARE                         | 1 |  | \$0.00     | 0%  | 18% | \$0.00     | \$0.00     | 0681 |  |
| 48 | o | GA01517AA   | DEL: NO J600 ADAPTER CABLE NEEDED                      | 1 |  | \$0.00     | 0%  | 18% | \$0.00     | \$0.00     | 0681 |  |
| 48 | p | G806BL  | ENH: ASTRO DIGITAL CAI OP APX                          | 1 |  | \$515.00   | 27% | 18% | \$308.28   | \$308.28   | 0681 |  |
| 48 | q | W22BA   | ADD: STD PALM MICROPHONE APX                           | 1 |  | \$72.00    | 27% | 18% | \$43.10    | \$43.10    | 0681 |  |
| 48 | r | G361AH  | ENH: P25 TRUNKING SOFTWARE APX                         | 1 |  | \$300.00   | 27% | 18% | \$179.58   | \$179.58   | 0681 |  |
| 48 | s | GA09008AA   | ADD: GROUP SERVICES                                    | 1 |  | \$150.00   | 27% | 18% | \$89.79    | \$89.79    | 0681 | \$5,445.26   |
| 48 | t | GA00318   | ADD: 5Y ESSENTIAL SERVICE                              | 1 |  | \$151.00   | 0%  | 0%  | \$151.00   | \$151.00   | 185  | Price is the difference between the 3 year and 5 year service.   |
| 48 | u | W969  | ENH: MULTIKEY ENCRYPTION                               | 1 |  | \$330.00   | 27% | 18% | \$197.54   | \$197.54   | 681  |  |
| 48 | v | G298  | ENH: ASTRO 25 OTAR W/ MULTIKEY                         | 1 |  | \$740.00   | 27% | 18% | \$442.96   | \$442.96   | 681  |  |
| 48 | w | G851  | ADD: AES/DES-XL/DES-OFB ENCRYPTION                     | 1 |  | \$324.00   | 27% | 18% | \$193.95   | \$193.95   | 681  | Price is the difference between the DES/AES feature and the AES only feature.  |
| 48 | x | G72   | ADD: APX O3 HANDHELD CH                                | 1 |  | \$442.00   | 27% | 18% | \$264.58   | \$264.58   | 656  | Price is the difference between the O3 control head and the O5 control head included in the base package and subtracts the microphone. |
| 48 | y | GA00092   | DUAL O5 CONTROL HEAD                                   | 1 |  | \$732.00   | 27% | 18% | \$438.18   | \$438.18   | 656  | Price is the price for the dual control head + 2nd microphone + 2nd speaker  |
| 49 |   | H1919   | MULTIPLEXER,_ALL BAND, APX8500, VEHICLE                | 1 |  | \$155.00   | 20% | 18% | \$101.68   | \$101.68   | 0189 | Price is the difference between the multiplexer and the all band antenna.  |
| 50 |   | HAF4016A  | UNITY GAIN ANTENNA QUARTERWAVE 762-870MHZ - ROOF MOUNT | 1 |  | \$23.00    | 20% | 18% | \$15.09    | \$15.09    | 0554 |  |
| 51 |   | HAD4021A  | VHF ANT WIDEBAND 136-174 MHZ                           | 1 |  | \$60.00    | 25% | 18% | \$36.90    | \$36.90    | 0291 |  |
|    |   | Public Safety Dual Band Mobile UHF/7/800 MHz: APX8500 |  |   |  |            |     |     |            |            |      |  |
| 52 |   | M37TSS9PW1AN  | APX8500 ALL BAND MP MOBILE                             | 1 |  | \$4,770.00 | 27% | 18% | \$2,855.32 | \$2,855.32 | 0681 |  |
| 52 | a | GA09007AA   | ADD: OUT OF THE BOX WIFI PROVISIONING                  | 1 |  | \$0.00     | 0%  | 18% | \$0.00     | \$0.00     | 0681 |  |
| 52 | b | G996AS  | ENH: OVER THE AIR PROVISIONING                         | 1 |  | \$100.00   | 27% | 18% | \$59.86    | \$59.86    | 0681 |  |
| 52 | c | GA00250AA   | ADD: WIFI/GNSS STUBBY ANTENNA LMR240                   | 1 |  | \$100.00   | 27% | 18% | \$59.86    | \$59.86    | 0681 |  |
| 52 | d | G67DF   | ADD: REMOTE MOUNT O5 MP                                | 1 |  | \$297.00   | 27% | 18% | \$177.78   | \$177.78   | 0681 |  |
| 52 | e | GA01513AB   | ADD: ALL BAND MOBILE ANTENNA (7/8/V/U)                 | 1 |  | \$95.00    | 27% | 18% | \$56.87    | \$56.87    | 0681 |  |
| 52 | f | GA00580AA   | ADD: TDMA OPERATION                                    | 1 |  | \$450.00   | 27% | 18% | \$269.37   | \$269.37   | 0681 |  |
| 52 | g | G51AT   | ENH:SMARTZONE  | 1 |  | \$1,500.00 | 27% | 18% | \$897.90   | \$897.90   | 0681 |  |
| 52 | h | G78AT   | ENH: 3 YEAR ESSENTIAL SVC                              | 1 |  | \$168.00   | 0%  | 0%  | \$168.00   | \$168.00   | 0185 |  |
| 52 | i | GA05508AA   | DEL: DELETE VHF BAND                                   | 1 |  | -\$800.00  | 27% | 18% | -\$478.88  | -\$478.88  | 0681 |  |
| 52 | j | GA09001AA   | ADD: WI-FI CAPABILITY                                  | 1 |  | \$300.00   | 27% | 18% | \$179.58   | \$179.58   | 0681 |  |

|    |   |   |  |   |  |            |     |     |            |            |      |  |
|----|---|---|--|---|--|------------|-----|-----|------------|------------|------|--|
| 52 | k | B18CR   | ADD: AUXILIARY SPKR 7.5 WATT APX                       | 1 |  | \$60.00    | 27% | 18% | \$35.92    | \$35.92    | 0681 |  |
| 52 | l | G843AH  | ADD: AES ENCRYPTION                                    | 1 |  | \$475.00   | 27% | 18% | \$284.34   | \$284.34   | 0681 |  |
| 52 | m | G442AJ  | ADD: APX O5 CONTROL HEAD                               | 1 |  | \$432.00   | 27% | 18% | \$258.60   | \$258.60   | 0681 |  |
| 52 | n | G444AH  | ADD: APX CONTROL HEAD SOFTWARE                         | 1 |  | \$0.00     | 0%  | 18% | \$0.00     | \$0.00     | 0681 |  |
| 52 | o | GA01517AA   | DEL: NO J600 ADAPTER CABLE NEEDED                      | 1 |  | \$0.00     | 0%  | 18% | \$0.00     | \$0.00     | 0681 |  |
| 52 | p | G806BL  | ENH: ASTRO DIGITAL CAI OP APX                          | 1 |  | \$515.00   | 27% | 18% | \$308.28   | \$308.28   | 0681 |  |
| 52 | q | W22BA   | ADD: STD PALM MICROPHONE APX                           | 1 |  | \$72.00    | 27% | 18% | \$43.10    | \$43.10    | 0681 |  |
| 52 | r | G361AH  | ENH: P25 TRUNKING SOFTWARE APX                         | 1 |  | \$300.00   | 27% | 18% | \$179.58   | \$179.58   | 0681 |  |
| 52 | s | GA09008AA   | ADD: GROUP SERVICES                                    | 1 |  | \$150.00   | 27% | 18% | \$89.79    | \$89.79    | 0681 | \$5,445.26   |
| 52 | t | GA00318   | ADD: 5Y ESSENTIAL SERVICE                              | 1 |  | \$151.00   | 0%  | 0%  | \$151.00   | \$151.00   | 185  | Price is the difference between the 3 year and 5 year service.   |
| 52 | u | W969  | ENH: MULTIKEY ENCRYPTION                               | 1 |  | \$330.00   | 27% | 18% | \$197.54   | \$197.54   | 681  |  |
| 52 | v | G298  | ENH: ASTRO 25 OTAR W/ MULTIKEY                         | 1 |  | \$740.00   | 27% | 18% | \$442.96   | \$442.96   | 681  |  |
| 52 | w | G851  | ADD: AES/DES-XL/DES-OFB ENCRYPTION                     | 1 |  | \$324.00   | 27% | 18% | \$193.95   | \$193.95   | 681  | Price is the difference between the DES/AES feature and the AES only feature.  |
| 52 | x | G72   | ADD: APX O3 HANDHELD CH                                | 1 |  | \$442.00   | 27% | 18% | \$264.58   | \$264.58   | 656  | Price is the difference between the O3 control head and the O5 control head included in the base package and subtracts the microphone. |
| 52 | z | GA00092   | DUAL O5 CONTROL HEAD                                   | 1 |  | \$732.00   | 27% | 18% | \$438.18   | \$438.18   | 656  | Price is the price for the dual control head + 2nd microphone + 2nd speaker + two 17 foot control cables (G628)                        |
| 53 |   | H1919   | MULTIPLEXER,_ALL BAND, APX8500, VEHICLE                | 1 |  | \$155.00   | 20% | 18% | \$101.68   | \$101.68   | 0189 | Price is the difference between the multiplexer and the all band antenna.  |
| 54 |   | HAF4016A  | UNITY GAIN ANTENNA QUARTERWAVE 762-870MHZ - ROOF MOUNT | 1 |  | \$23.00    | 25% | 18% | \$14.15    | \$14.15    | 0554 |  |
| 55 |   | HAE6016A  | ANT LOW PROFILE 450-512 MHZ                            | 1 |  | \$120.00   | 20% | 18% | \$78.72    | \$78.72    | 0554 |  |
|    |   | Public Safety Single Band Mobile 7/800 MHz: APX8500 |  |   |  |            |     |     |            |            |      |  |
| 56 |   | M37TS59PW1AN  | APX8500 ALL BAND MP MOBILE                             | 1 |  | \$4,770.00 | 27% | 18% | \$2,855.32 | \$2,855.32 | 0681 |  |
| 56 | a | GA09007AA   | ADD: OUT OF THE BOX WIFI PROVISIONING                  | 1 |  | \$0.00     | 0%  | 18% | \$0.00     | \$0.00     | 0681 |  |
| 56 | b | G996AS  | ENH: OVER THE AIR PROVISIONING                         | 1 |  | \$100.00   | 27% | 18% | \$59.86    | \$59.86    | 0681 |  |
| 56 | c | GA00250AA   | ADD: WIFI/GNSS STUBBY ANTENNA LMR240                   | 1 |  | \$100.00   | 27% | 18% | \$59.86    | \$59.86    | 0681 |  |
| 56 | d | G67DF   | ADD: REMOTE MOUNT O5 MP                                | 1 |  | \$297.00   | 27% | 18% | \$177.78   | \$177.78   | 0681 |  |
| 56 | e | GA00580AA   | ADD: TDMA OPERATION                                    | 1 |  | \$450.00   | 27% | 18% | \$269.37   | \$269.37   | 0681 |  |
| 56 | f | G51AT   | ENH:SMARTZONE  | 1 |  | \$1,500.00 | 27% | 18% | \$897.90   | \$897.90   | 0681 |  |
| 56 | g | G78AT   | ENH: 3 YEAR ESSENTIAL SVC                              | 1 |  | \$168.00   | 0%  | 0%  | \$168.00   | \$168.00   | 0185 |  |
| 56 | h | GA05508AA   | DEL: DELETE VHF BAND                                   | 1 |  | -\$800.00  | 27% | 18% | -\$478.88  | -\$478.88  | 0681 |  |
| 56 | i | GA05509AA   | DEL: DELETE UHF BAND                                   | 1 |  | -\$800.00  | 27% | 18% | -\$478.88  | -\$478.88  | 0681 |  |
| 56 | j | GA09001AA   | ADD: WI-FI CAPABILITY                                  | 1 |  | \$300.00   | 27% | 18% | \$179.58   | \$179.58   | 0681 |  |
| 56 | k | B18CR   | ADD: AUXILIARY SPKR 7.5 WATT APX                       | 1 |  | \$60.00    | 27% | 18% | \$35.92    | \$35.92    | 0681 |  |
| 56 | l | G843AH  | ADD: AES ENCRYPTION                                    | 1 |  | \$475.00   | 27% | 18% | \$284.34   | \$284.34   | 0681 |  |

|    |    |  |  |   |  |            |     |     |          |          |      |  |
|----|----|--|--|---|--|------------|-----|-----|----------|----------|------|--|
| 56 | m  | G442AJ   | ADD: APX O5 CONTROL HEAD                               | 1 |  | \$432.00   | 27% | 18% | \$258.60 | \$258.60 | 0681 |  |
| 56 | n  | G444AH   | ADD: APX CONTROL HEAD SOFTWARE                         | 1 |  | \$0.00     | 0%  | 18% | \$0.00   | \$0.00   | 0681 |  |
| 56 | o  | GA01517AA  | DEL: NO J600 ADAPTER CABLE NEEDED                      | 1 |  | \$0.00     | 0%  | 18% | \$0.00   | \$0.00   | 0681 |  |
| 56 | p  | G806BL   | ENH: ASTRO DIGITAL CAI OP APX                          | 1 |  | \$515.00   | 27% | 18% | \$308.28 | \$308.28 | 0681 |  |
| 56 | q  | W22BA  | ADD: STD PALM MICROPHONE APX                           | 1 |  | \$72.00    | 27% | 18% | \$43.10  | \$43.10  | 0681 |  |
| 56 | r  | G361AH   | ENH: P25 TRUNKING SOFTWARE APX                         | 1 |  | \$300.00   | 27% | 18% | \$179.58 | \$179.58 | 0681 | \$4,819.72   |
| 56 | s  | GA00318  | ADD: 5Y ESSENTIAL SERVICE                              | 1 |  | \$151.00   | 0%  | 0%  | \$151.00 | \$151.00 | 185  | Price is the difference between the 3 year and 5 year service.   |
| 56 | t  | W969   | ENH: MULTIKEY ENCRYPTION                               | 1 |  | \$330.00   | 27% | 18% | \$197.54 | \$197.54 | 681  |  |
| 56 | u  | G298   | ENH: ASTRO 25 OTAR W/ MULTIKEY                         | 1 |  | \$740.00   | 27% | 18% | \$442.96 | \$442.96 | 681  |  |
| 56 | v  | G851   | ADD: AES/DES-XL/DES-OFB ENCRYPTION                     | 1 |  | \$324.00   | 27% | 18% | \$193.95 | \$193.95 | 681  | Price is the difference between the DES/AES feature and the AES only feature.  |
| 56 | w  | G72  | ADD: APX O3 HANDHELD CH                                | 1 |  | \$442.00   | 27% | 18% | \$264.58 | \$264.58 | 656  | Price is the difference between the O3 control head and the O5 control head included in the base package and subtracts the microphone. |
| 56 | x  | GA00092  | DUAL O5 CONTROL HEAD                                   | 1 |  | \$1,415.00 | 27% | 18% | \$847.02 | \$847.02 | 656  | Price is the price for the dual control head + 2nd microphone + 2nd speaker + two 17 foot control cables (G628)                        |
| 57 | 25 | HAF4016A   | UNITY GAIN ANTENNA QUARTERWAVE 762-870MHZ - ROOF MOUNT | 1 |  | \$23.00    | 25% | 18% | \$14.15  | \$14.15  | 0554 |  |
|    |    | Public Works Single Band Mobile 7/800 MHz APX4500 Remote Mount |  |   |  |            |     |     |          |          |      |  |
| 58 |    | M22URS9PW1AN   | APX4500 7/800 MHZ                                      | 1 |  | \$1,564.00 | 27% | 18% | \$936.21 | \$936.21 | 0471 |  |
| 58 | a  | G24AX  | ENH: 3 YEAR ESSENTIAL SVC                              | 1 |  | \$131.00   | 0%  | 0%  | \$131.00 | \$131.00 | 0185 |  |
| 58 | b  | GA00580AD  | ADD: TDMA OPERATION                                    | 1 |  | \$450.00   | 27% | 18% | \$269.37 | \$269.37 | 0471 |  |
| 58 | c  | G996BD   | ADD: PROGRAMMING OVER P25 (OTAP)                       | 1 |  | \$100.00   | 27% | 18% | \$59.86  | \$59.86  | 0471 |  |
| 58 | d  | QA02756AD  | ADD: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM          | 1 |  | \$1,570.00 | 27% | 18% | \$939.80 | \$939.80 | 0471 |  |
| 58 | e  | B18CR  | ADD: AUXILIARY SPKR 7.5 WATT APX                       | 1 |  | \$60.00    | 27% | 18% | \$35.92  | \$35.92  | 0471 |  |
| 58 | f  | G843AH   | ADD: AES ENCRYPTION                                    | 1 |  | \$475.00   | 27% | 18% | \$284.34 | \$284.34 | 0471 |  |
| 58 | g  | GA00804AA  | ADD: APX O2 CH (GREY)                                  | 1 |  | \$492.00   | 27% | 18% | \$294.51 | \$294.51 | 0471 |  |
| 58 | h  | G335AY   | ADD: ANT 1/4 WAVE 762-870MHZ                           | 1 |  | \$14.00    | 27% | 18% | \$8.38   | \$8.38   | 0471 |  |
| 58 | i  | G444AH   | ADD: APX CONTROL HEAD SOFTWARE                         | 1 |  | \$0.00     | 0%  | 18% | \$0.00   | \$0.00   | 0471 |  |
| 58 | j  | G67CF  | ADD: REMOTE MOUNT MID POWER                            | 1 |  | \$297.00   | 27% | 18% | \$177.78 | \$177.78 | 0471 |  |
| 58 | k  | GA00226AA  | ADD: GPS ANTENNA                                       | 1 |  | \$75.00    | 27% | 18% | \$44.90  | \$44.90  | 0471 |  |
| 58 | l  | W22BA  | ADD: STD PALM MICROPHONE APX                           | 1 |  | \$72.00    | 27% | 18% | \$43.10  | \$43.10  | 0471 |  |
| 58 | m  | GA09008AA  | ADD: GROUP SERVICES                                    | 1 |  | \$150.00   | 27% | 18% | \$89.79  | \$89.79  | 0471 | \$3,314.95   |
| 58 | n  | GA00318  | ADD: 5Y ESSENTIAL SERVICE                              | 1 |  | \$115.00   | 0%  | 0%  | \$115.00 | \$115.00 | 185  | Price is the difference between the 3 year and 5 year service.   |
| 58 | o  | W969   | ENH: MULTIKEY ENCRYPTION                               | 1 |  | \$330.00   | 27% | 18% | \$197.54 | \$197.54 | 681  |  |

|    |   |  |   |   |           |            |     |     |            |            |      |  |
|----|---|--|---|---|-----------|------------|-----|-----|------------|------------|------|--|
|    |   | Public Works Single Band Mobile 7/800 MHz APX4500 Dash Mount |   |   |           |            |     |     |            |            |      |  |
| 59 |   | M22URS9PW1AN   | APX4500 7/800 MHZ                             | 1 |           | \$1,564.00 | 27% | 18% | \$936.21   | \$936.21   | 0471 |  |
| 59 | a | G24AX  | ENH: 3 YEAR ESSENTIAL SVC                     | 1 |           | \$131.00   | 0%  | 0%  | \$131.00   | \$131.00   | 0185 |  |
| 59 | b | GA00580AD  | ADD: TDMA OPERATION                           | 1 |           | \$450.00   | 27% | 18% | \$269.37   | \$269.37   | 0471 |  |
| 59 | c | G996BD   | ADD: PROGRAMMING OVER P25 (OTAP)              | 1 |           | \$100.00   | 27% | 18% | \$59.86    | \$59.86    | 0471 |  |
| 59 | d | QA02756AD  | ADD: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM | 1 |           | \$1,570.00 | 27% | 18% | \$939.80   | \$939.80   | 0471 |  |
| 59 | e | B18CR  | ADD: AUXILIARY SPKR 7.5 WATT APX              | 1 |           | \$60.00    | 27% | 18% | \$35.92    | \$35.92    | 0471 |  |
| 59 | f | G843AH   | ADD: AES ENCRYPTION                           | 1 |           | \$475.00   | 27% | 18% | \$284.34   | \$284.34   | 0471 |  |
| 59 | g | GA00804AA  | ADD: APX O2 CH (GREY)                         | 1 |           | \$492.00   | 27% | 18% | \$294.51   | \$294.51   | 0471 |  |
| 59 | h | G335AY   | ADD: ANT 1/4 WAVE 762-870MHZ                  | 1 |           | \$14.00    | 27% | 18% | \$8.38     | \$8.38     | 0471 |  |
| 59 | i | G444AH   | ADD: APX CONTROL HEAD SOFTWARE                | 1 |           | \$0.00     | 0%  | 18% | \$0.00     | \$0.00     | 0471 |  |
| 59 | j | GA00226AA  | ADD: GPS ANTENNA                              | 1 |           | \$75.00    | 27% | 18% | \$44.90    | \$44.90    | 0471 |  |
| 59 | k | W22BA  | ADD: STD PALM MICROPHONE APX                  | 1 |           | \$72.00    | 27% | 18% | \$43.10    | \$43.10    | 0471 |  |
| 59 | l | G66AW  | ADD: DASH MOUNT O2 CH WWM                     | 1 |           | \$125.00   | 27% | 18% | \$74.83    | \$74.83    | 0471 |  |
| 59 | m | GA09008AA  | ADD: GROUP SERVICES                           | 1 |           | \$150.00   | 27% | 18% | \$89.79    | \$89.79    | 0471 | \$3,211.99   |
| 59 | n | GA00318  | ADD: 5Y ESSENTIAL SERVICE                     | 1 |           | \$115.00   | 0%  | 0%  | \$115.00   | \$115.00   | 185  | Price is the difference between the 3 year and 5 year service. |
| 59 | o | W969   | ENH: MULTIKEY ENCRYPTION                      | 1 |           | \$330.00   | 27% | 18% | \$197.54   | \$197.54   | 681  |  |
|    |   | Law Enforcement High Tier P25/LTE TriBand Portable APX NEXT  |   |   |           |            |     |     |            |            |      |  |
| 60 |   | H55TGT9PW8AN   | APX NEXT; ALL-BAND MODEL 4.5 PORTABLE         | 1 |           | \$7,492.00 | 27% | 10% | \$4,922.24 | \$4,922.24 | 0437 |  |
| 60 | a | BD00001AA  | ADD: CORE BUNDLE                              | 1 |           | \$2,824.00 | 27% | 10% | \$1,855.37 | \$1,855.37 | 0437 |  |
| 60 | b | H499KC   | ENH: SUBMERSIBLE (DELTA T)                    | 1 |           | \$0.00     | 0%  | 0%  | \$0.00     | \$0.00     | 0437 |  |
| 60 | c | H38DA  | ADD: SMARTZONE OPERATION                      | 1 |           | \$0.00     | 0%  | 0%  | \$0.00     | \$0.00     | 0437 |  |
| 60 | d | Q806CH   | ADD: ASTRO DIGITAL CAI OPERATION              | 1 |           | \$0.00     | 0%  | 0%  | \$0.00     | \$0.00     | 0437 |  |
| 60 | e | Q361CD   | ADD: P25 9600 BAUD TRUNKING                   | 1 |           | \$0.00     | 0%  | 0%  | \$0.00     | \$0.00     | 0437 |  |
| 60 | f | QA09028AA  | ADD: VIQI VC RADIO OPERATION                  | 1 |           | \$0.00     | 0%  | 0%  | \$0.00     | \$0.00     | 0437 |  |
| 60 | g | QA03399AK  | ADD: ENHANCED DATA                            | 1 |           | \$0.00     | 0%  | 0%  | \$0.00     | \$0.00     | 0437 |  |
| 60 | h | Q387CB   | ADD: MULTICAST VOTING SCAN                    | 1 |           | \$0.00     | 0%  | 0%  | \$0.00     | \$0.00     | 0437 |  |
| 60 | i | QA00580BA  | ADD: TDMA OPERATION                           | 1 |           | \$0.00     | 0%  | 0%  | \$0.00     | \$0.00     | 0437 |  |
| 60 | j | QA09001AM  | ADD: WIFI CAPABILITY                          | 1 |           | \$0.00     | 0%  | 0%  | \$0.00     | \$0.00     | 0437 |  |
| 60 | k | Q629BD   | ENH: AES ENCRYPTION                           | 1 |           | \$0.00     | 0%  | 0%  | \$0.00     | \$0.00     | 0437 |  |
| 60 | l | QA09030AA  | ADD: MOTOROLA HOSTED RADIOCENTRAL             | 1 |           | \$0.00     | 0%  | 0%  | \$0.00     | \$0.00     | 0437 |  |
| 60 | m | H637AA   | ADD: APX NEXT DMS BUNDLE PROMO                | 1 |           | -\$22.95   | 0%  | 0%  | -\$22.95   | -\$22.95   | 0176 |  |
| 60 | n | H636AB   | ADD: APX NEXT APPLICATION BUNDLE PROMO        | 1 |           | -\$300.00  | 0%  | 0%  | -\$300.00  | -\$300.00  | 0523 |  |
| 60 | o | H638EA   | ADD: SMART LOCATE MAPPING TRIAL PROMO         | 1 |           | -\$56.00   | 0%  | 0%  | -\$56.00   | -\$56.00   | 0437 |  |
| 61 |   | SSV01P01406A   | APX NEXT SMART CONNECT - PROMO                | 1 | 1 YEAR    | \$75.00    | 0%  | 0%  | \$75.00    | \$75.00    | 0712 |  |
| 62 |   | SSV01P01407B   | APX NEXT SMART PROG-PROMO                     | 1 | 1 YEAR    | \$75.00    | 0%  | 0%  | \$75.00    | \$75.00    | 0712 |  |
| 63 |   | SSV01P01408B   | APX NEXT VIQI-PROMO                           | 1 | 1 YEAR    | \$75.00    | 0%  | 0%  | \$75.00    | \$75.00    | 0712 |  |
| 64 |   | SSV01P01476A   | APX NEXT SMART LOCATE-PROMO                   | 1 | 1 YEAR    | \$75.00    | 0%  | 0%  | \$75.00    | \$75.00    | 0712 |  |
| 65 |   | SSV01P01685B   | SMART LOCATE MAPPING TRIAL                    | 1 | 1 YEAR    | \$56.00    | 0%  | 0%  | \$56.00    | \$56.00    | 0612 |  |
| 66 |   | LSV01S01414A   | APX NEXT DMS ADVANCED                         | 1 | 24 MONTHS | \$162.00   | 0%  | 0%  | \$162.00   | \$162.00   | 0724 |  |
| 67 |   | LSV01P01414A   | APX NEXT DMS ADVANCED SERVICE-PROMO           | 1 | 12 MONTHS | \$68.88    | 0%  | 0%  | \$68.88    | \$68.88    | 0724 |  |

|      |   |  |   |           |            |     |     |            |            |      |            |
|------|---|--|---|-----------|------------|-----|-----|------------|------------|------|------------|
| 68   | PSV00S01424A  | APX NEXT PROVISIONING  | 1 |           | \$0.00     | 0%  | 0%  | \$0.00     | \$0.00     | 0700 | \$6,985.54 |
| 69   | NNTN9087A   | BATTERY PACK,IMPRES GEN2, LIION,IP68, 3850T                            | 1 |           | \$190.00   | 0%  | 10% | \$170.91   | \$170.91   | 0453 |            |
| 70   | NNTN9199A   | IMPRES 2 SUC, 3.0A, 120VAC, TYPE A PLUG, NA                            | 1 |           | \$150.00   | 0%  | 10% | \$134.91   | \$134.91   | 0785 |            |
| 71   | PMMN4123A   | AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,XV REMOTE SPEAKER MICROPHONE | 1 |           | \$435.00   | 20% | 10% | \$313.20   | \$313.20   | 0372 |            |
| 72   | NNTN9115  | MULTIUNIT CHARGER  | 1 |           | \$1,250.00 | 0%  | 10% | \$1,125.00 | \$1,125.00 | 0785 |            |
|      | Law Enforcement High Tier P25/LTE Dual Band Portable VHF/7/800 MHz APX NEXT |  |   |           |            |     |     |            |            |      |            |
| 73   | H55TGT9PW8AN  | APX NEXT; ALL-BAND MODEL 4.5 PORTABLE                                  | 1 |           | \$7,492.00 | 27% | 10% | \$4,922.24 | \$4,922.24 | 0437 |            |
| 73 a | QA05509AB   | DEL: DELETE UHF BAND   | 1 |           | -\$800.00  | 0%  | 0%  | -\$800.00  | -\$800.00  | 0437 |            |
| 73 b | BD00001AA   | ADD: CORE BUNDLE   | 1 |           | \$2,824.00 | 27% | 10% | \$1,855.37 | \$1,855.37 | 0437 |            |
| 73 c | H499KC  | ENH: SUBMERSIBLE (DELTA T)   | 1 |           | \$0.00     | 0%  | 0%  | \$0.00     | \$0.00     | 0437 |            |
| 73 d | H38DA   | ADD: SMARTZONE OPERATION   | 1 |           | \$0.00     | 0%  | 0%  | \$0.00     | \$0.00     | 0437 |            |
| 73 e | Q806CH  | ADD: ASTRO DIGITAL CAI OPERATION                                       | 1 |           | \$0.00     | 0%  | 0%  | \$0.00     | \$0.00     | 0437 |            |
| 73 f | Q361CD  | ADD: P25 9600 BAUD TRUNKING  | 1 |           | \$0.00     | 0%  | 0%  | \$0.00     | \$0.00     | 0437 |            |
| 73 g | QA09028AA   | ADD: VIQI VC RADIO OPERATION   | 1 |           | \$0.00     | 0%  | 0%  | \$0.00     | \$0.00     | 0437 |            |
| 73 h | QA03399AK   | ADD: ENHANCED DATA   | 1 |           | \$0.00     | 0%  | 0%  | \$0.00     | \$0.00     | 0437 |            |
| 73 i | Q387CB  | ADD: MULTICAST VOTING SCAN   | 1 |           | \$0.00     | 0%  | 0%  | \$0.00     | \$0.00     | 0437 |            |
| 73 j | QA00580BA   | ADD: TDMA OPERATION  | 1 |           | \$0.00     | 0%  | 0%  | \$0.00     | \$0.00     | 0437 |            |
| 73 k | QA09001AM   | ADD: WIFI CAPABILITY   | 1 |           | \$0.00     | 0%  | 0%  | \$0.00     | \$0.00     | 0437 |            |
| 73 l | Q629BD  | ENH: AES ENCRYPTION  | 1 |           | \$0.00     | 0%  | 0%  | \$0.00     | \$0.00     | 0437 |            |
| 73 m | QA09030AA   | ADD: MOTOROLA HOSTED RADIOCENTRAL                                      | 1 |           | \$0.00     | 0%  | 0%  | \$0.00     | \$0.00     | 0437 |            |
| 73 n | H637AA  | ADD: APX NEXT DMS BUNDLE PROMO   | 1 |           | -\$22.95   | 0%  | 0%  | -\$22.95   | -\$22.95   | 0176 |            |
| 73 o | H636AB  | ADD: APX NEXT APPLICATION BUNDLE PROMO                                 | 1 |           | -\$300.00  | 0%  | 0%  | -\$300.00  | -\$300.00  | 0523 |            |
| 73 p | H638EA  | ADD: SMART LOCATE MAPPING TRIAL PROMO                                  | 1 |           | -\$56.00   | 0%  | 0%  | -\$56.00   | -\$56.00   | 0437 |            |
| 74   | SSV01P01406A  | APX NEXT SMART CONNECT - PROMO   | 1 | 1 YEAR    | \$75.00    | 0%  | 0%  | \$75.00    | \$75.00    | 0712 |            |
| 75   | SSV01P01407B  | APX NEXT SMART PROG-PROMO  | 1 | 1 YEAR    | \$75.00    | 0%  | 0%  | \$75.00    | \$75.00    | 0712 |            |
| 76   | SSV01P01408B  | APX NEXT VIQI-PROMO  | 1 | 1 YEAR    | \$75.00    | 0%  | 0%  | \$75.00    | \$75.00    | 0712 |            |
| 77   | SSV01P01476A  | APX NEXT SMART LOCATE-PROMO  | 1 | 1 YEAR    | \$75.00    | 0%  | 0%  | \$75.00    | \$75.00    | 0712 |            |
| 78   | SSV01P01685B  | SMART LOCATE MAPPING TRIAL   | 1 | 1 YEAR    | \$56.00    | 0%  | 0%  | \$56.00    | \$56.00    | 0612 |            |
| 79   | LSV01S01414A  | APX NEXT DMS ADVANCED  | 1 | 24 MONTHS | \$162.00   | 15% | 0%  | \$137.70   | \$137.70   | 0724 |            |
| 80   | LSV01P01414A  | APX NEXT DMS ADVANCED SERVICE-PROMO                                    | 1 | 12 MONTHS | \$68.88    | 0%  | 0%  | \$68.88    | \$68.88    | 0724 | \$6,161.24 |
| 81   | NNTN9087A   | BATTERY PACK,IMPRES GEN2, LIION,IP68, 3850T                            | 1 |           | \$190.00   | 0%  | 10% | \$170.91   | \$170.91   | 0453 |            |
| 82   | NNTN9199A   | IMPRES 2 SUC, 3.0A, 120VAC, TYPE A PLUG, NA                            | 1 |           | \$150.00   | 0%  | 10% | \$134.91   | \$134.91   | 0785 |            |
| 83   | PMMN4123A   | AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,XV REMOTE SPEAKER MICROPHONE | 1 |           | \$435.00   | 20% | 10% | \$313.20   | \$313.20   | 0372 |            |
| 84   | NNTN9115  | MULTIUNIT CHARGER  | 1 |           | \$1,250.00 | 0%  | 10% | \$1,125.00 | \$1,125.00 | 0785 |            |

|    |   |   |  |   |           |            |     |     |            |            |      |
|----|---|---|--|---|-----------|------------|-----|-----|------------|------------|------|
|    |   | Law Enforcement High Tier P25/LTE Dual Band Portable UHF/7/800 MHz APX NEXT |  |   |           |            |     |     |            |            |      |
| 85 |   | H55TGTPW8AN   | APX NEXT; ALL-BAND MODEL 4.5 PORTABLE                                  | 1 |           | \$7,492.00 | 0%  | 10% | \$6,742.71 | \$6,742.71 | 0437 |
| 85 | a | QA05508AB   | DEL: DELETE VHF BAND   | 1 |           | -\$800.00  | 0%  | 0%  | -\$800.00  | -\$800.00  | 0437 |
| 85 | b | BD00001AA   | ADD: CORE BUNDLE   | 1 |           | \$2,824.00 | 0%  | 10% | \$2,541.51 | \$2,541.51 | 0437 |
| 85 | c | H499KC  | ENH: SUBMERSIBLE (DELTA T)   | 1 |           | \$0.00     | 0%  | 0%  | \$0.00     | \$0.00     | 0437 |
| 85 | d | H38DA   | ADD: SMARTZONE OPERATION   | 1 |           | \$0.00     | 0%  | 0%  | \$0.00     | \$0.00     | 0437 |
| 85 | e | Q806CH  | ADD: ASTRO DIGITAL CAI OPERATION                                       | 1 |           | \$0.00     | 0%  | 0%  | \$0.00     | \$0.00     | 0437 |
| 85 | f | Q361CD  | ADD: P25 9600 BAUD TRUNKING  | 1 |           | \$0.00     | 0%  | 0%  | \$0.00     | \$0.00     | 0437 |
| 85 | g | QA09028AA   | ADD: VIQI VC RADIO OPERATION   | 1 |           | \$0.00     | 0%  | 0%  | \$0.00     | \$0.00     | 0437 |
| 85 | h | QA03399AK   | ADD: ENHANCED DATA   | 1 |           | \$0.00     | 0%  | 0%  | \$0.00     | \$0.00     | 0437 |
| 85 | i | Q387CB  | ADD: MULTICAST VOTING SCAN   | 1 |           | \$0.00     | 0%  | 0%  | \$0.00     | \$0.00     | 0437 |
| 85 | j | QA00580BA   | ADD: TDMA OPERATION  | 1 |           | \$0.00     | 0%  | 0%  | \$0.00     | \$0.00     | 0437 |
| 85 | k | QA09001AM   | ADD: WIFI CAPABILITY   | 1 |           | \$0.00     | 0%  | 0%  | \$0.00     | \$0.00     | 0437 |
| 85 | l | Q629BD  | ENH: AES ENCRYPTION  | 1 |           | \$0.00     | 0%  | 0%  | \$0.00     | \$0.00     | 0437 |
| 85 | m | QA09030AA   | ADD: MOTOROLA HOSTED RADIOCENTRAL                                      | 1 |           | \$0.00     | 0%  | 0%  | \$0.00     | \$0.00     | 0437 |
| 85 | n | H637AA  | ADD: APX NEXT DMS BUNDLE PROMO   | 1 |           | -\$22.95   | 0%  | 0%  | -\$22.95   | -\$22.95   | 0176 |
| 85 | o | H636AB  | ADD: APX NEXT APPLICATION BUNDLE PROMO                                 | 1 |           | -\$300.00  | 0%  | 0%  | -\$300.00  | -\$300.00  | 0523 |
| 85 | p | H638EA  | ADD: SMART LOCATE MAPPING TRIAL PROMO                                  | 1 |           | -\$56.00   | 0%  | 0%  | -\$56.00   | -\$56.00   | 0437 |
| 86 |   | SSV01P01406A  | APX NEXT SMART CONNECT - PROMO   | 1 | 1 YEAR    | \$75.00    | 0%  | 0%  | \$75.00    | \$75.00    | 0712 |
| 87 |   | SSV01P01407B  | APX NEXT SMART PROG-PROMO  | 1 | 1 YEAR    | \$75.00    | 0%  | 0%  | \$75.00    | \$75.00    | 0712 |
| 88 |   | SSV01P01408B  | APX NEXT VIQI-PROMO  | 1 | 1 YEAR    | \$75.00    | 0%  | 0%  | \$75.00    | \$75.00    | 0712 |
| 89 |   | SSV01P01476A  | APX NEXT SMART LOCATE-PROMO  | 1 | 1 YEAR    | \$75.00    | 0%  | 0%  | \$75.00    | \$75.00    | 0712 |
| 90 |   | SSV01P01685B  | SMART LOCATE MAPPING TRIAL   | 1 | 1 YEAR    | \$56.00    | 0%  | 0%  | \$56.00    | \$56.00    | 0612 |
| 91 |   | LSV01S01414A  | APX NEXT DMS ADVANCED  | 1 | 24 MONTHS | \$162.00   | 15% | 0%  | \$137.70   | \$137.70   | 0724 |
| 92 |   | LSV01P01414A  | APX NEXT DMS ADVANCED SERVICE-PROMO                                    | 1 | 12 MONTHS | \$68.88    | 0%  | 0%  | \$68.88    | \$68.88    | 0724 |
| 93 |   | NNTN9087A   | BATTERY PACK,IMPRES GEN2, LIION,IP68, 3850T                            | 1 |           | \$190.00   | 0%  | 10% | \$170.91   | \$170.91   | 0453 |
| 94 |   | NNTN9199A   | PLUG, NA   | 1 |           | \$150.00   | 0%  | 10% | \$134.91   | \$134.91   | 0785 |
| 95 |   | PMMN4123A   | AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,XV REMOTE SPEAKER MICROPHONE | 1 |           | \$435.00   | 20% | 10% | \$313.20   | \$313.20   | 0372 |
| 96 |   | NNTN9115  | MULTIUNIT CHARGER  | 1 |           | \$1,250.00 | 0%  | 10% | \$1,125.00 | \$1,125.00 | 0785 |

**Recurring Services & Subscriptions based on four application bundle (SmartConnect, SmartProgram, SmartLocate, ViQi)**

| Item Number  | Description            | Quantity | Monthly Unit Recurring Sale Price |
|--------------|------------------------|----------|-----------------------------------|
| SSV01S01406A | APX NEXT SMART CONNECT | 1        | \$75.00                           |
| SSV01S01407A | APX NEXT SMART PROG    | 1        | \$75.00                           |
| SSV01S01408B | APX NEXT VIQI          | 1        | \$75.00                           |
| SSV01S01476A | APX NEXT SMART LOCATE  | 1        | \$75.00                           |
| LSV01S01414A | APX NEXT DMS ADVANCED  | 1        | \$5.74                            |

## Appendix A

[illegible]

|  |  |  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|--|
| 5 year Essential Services                                |  |  |  |  |  |  |  |  |
| Multikey encryption                                      |  |  |  |  |  |  |  |  |
| OTAR with Multikey encryption                            |  |  |  |  |  |  |  |  |
| Spare battery (PMNN44504 3400 mAh)                       |  |  |  |  |  |  |  |  |
| Single unit charger (NNTN8860A)                          |  |  |  |  |  |  |  |  |
| XE500 Remote speaker mic w control knob<br>(PMMN4106D)   |  |  |  |  |  |  |  |  |
| XE500 Remote speaker mic w/o control knob<br>(PMMN4107C) |  |  |  |  |  |  |  |  |
| Multi unit charger (NNTN8844)                            |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
| <b>APX4000</b>   |  |  |  |  |  |  |  |  |
| Public Works 7/8 APX4000                                 |  |  |  |  |  |  |  |  |
| <b>APX900</b>  |  |  |  |  |  |  |  |  |
| Undercover 7/8 APX900                                    |  |  |  |  |  |  |  |  |
| <b>APX900 and APX4000 options and accessories</b>        |  |  |  |  |  |  |  |  |
| 5 year Essential Services                                |  |  |  |  |  |  |  |  |
| Multikey encryption                                      |  |  |  |  |  |  |  |  |
| Spare battery (NNTN8128BR)                               |  |  |  |  |  |  |  |  |
| Remote speaker mic (PMMN4099)                            |  |  |  |  |  |  |  |  |
| Single unit charger (PMPN4174A)                          |  |  |  |  |  |  |  |  |
| Multi unit charger (PMPN4284)                            |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
| <b>Mobile packages</b>                                   |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
| <b>APX8500</b>   |  |  |  |  |  |  |  |  |
| Public Safety Triband Mobile APX8500                     |  |  |  |  |  |  |  |  |
| Public Safety V/7/8 APX8500                              |  |  |  |  |  |  |  |  |
| Public Safety U/7/8 APX8500                              |  |  |  |  |  |  |  |  |
| Public Safety 7/8 APX8500                                |  |  |  |  |  |  |  |  |
| <b>APX8500 options and accessories</b>                   |  |  |  |  |  |  |  |  |
| 5 year Essential Services                                |  |  |  |  |  |  |  |  |
| Multikey encryption                                      |  |  |  |  |  |  |  |  |
| OTAR with Multikey encryption                            |  |  |  |  |  |  |  |  |
| AES/DES-XL Encryption                                    |  |  |  |  |  |  |  |  |

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|--|--|--|--|--|--|--|--|---|
| O3 Control Head                        |  |  |  |  |  |  |  |   |
| Dual O5 Control Head                   |  |  |  |  |  |  |  |   |
| Multiplexer and V/U/7/8 antennas       |  |  |  |  |  |  |  |   |
| Multiplexer and V/7/8 antennas         |  |  |  |  |  |  |  |   |
| Multiplexer and U/7/8 antennas         |  |  |  |  |  |  |  |   |
|  |  |  |  |  |  |  |  |   |
| <b>APX4500</b>                         |  |  |  |  |  |  |  |   |
| Public Works 7/8 Remote Mount APX4500  |  |  |  |  |  |  |  | 0 |
| Public Works 7/8 Dash mount APX4500    |  |  |  |  |  |  |  | 0 |
| <b>APX4000 options and accessories</b> |  |  |  |  |  |  |  |   |
| 5 year Essential Services              |  |  |  |  |  |  |  |   |
| Multikey encryption                    |  |  |  |  |  |  |  | 0 |

## Appendix A

[illegible]

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|  |   | Appendix A |          |          |          |          |          |          |          |      |
|--|---|------------|----------|----------|----------|----------|----------|----------|----------|------|
|  |   | FY 20-21   | FY 21-22 | FY 22-23 | FY 23-24 | FY 24-25 | FY 25-26 | FY 26-27 | FY 27-28 |      |
|  | <b>Agency</b>                                     |            |          |          |          |          |          |          |          |      |
|  | Santa Clara County                                |            |          |          |          |          |          |          |          |      |
|  | City of Campbell                                  |            |          |          |          |          |          |          |          |      |
|  | City of Cupertino                                 |            |          |          |          |          |          |          |          |      |
|  | City of Gilroy                                    |            |          |          |          |          |          |          |          |      |
|  | City of Los Altos                                 |            |          |          |          |          |          |          |          |      |
|  | Town of Los Altos Hills                           |            |          |          |          |          |          |          |          |      |
|  | Town of Los Gatos                                 |            |          |          |          |          |          |          |          |      |
|  | City of Milpitas                                  |            |          |          |          |          |          |          |          |      |
|  | City of Monte Sereno                              |            |          |          |          |          |          |          |          |      |
|  | City of Morgan Hill                               |            |          |          |          |          |          |          |          |      |
|  | City of Mountain View                             |            |          |          |          |          |          |          |          |      |
|  | City of Palo Alto                                 |            |          |          |          |          |          |          |          |      |
|  | City of San Jose                                  |            |          |          |          |          |          |          |          |      |
|  | City of Santa Clara                               | \$ -       | \$ -     | \$ -     | \$ -     | \$ -     | \$ -     | \$ -     | \$ -     |      |
|  | City of Saratoga                                  |            |          |          |          |          |          |          |          |      |
|  | City of Sunnyvale                                 |            |          |          |          |          |          |          |          |      |
|  | Santa Clara Valley Water District                 |            |          |          |          |          |          |          |          |      |
|  | Santa Clara Valley Transportation Authority (VTA) |            |          |          |          |          |          |          |          |      |
|  | Evergreen College                                 |            |          |          |          |          |          |          |          |      |
|  | De Anza College                                   |            |          |          |          |          |          |          |          |      |
|  | Foothill College                                  |            |          |          |          |          |          |          |          |      |
|  | Gavilan College                                   |            |          |          |          |          |          |          |          |      |
|  | Mission College                                   |            |          |          |          |          |          |          |          |      |
|  | San Jose City College                             |            |          |          |          |          |          |          |          |      |
|  | San Jose State University                         |            |          |          |          |          |          |          |          |      |
|  | Santa Clara University                            |            |          |          |          |          |          |          |          |      |
|  | Stanford University                               |            |          |          |          |          |          |          |          |      |
|  | West Valley College                               |            |          |          |          |          |          |          |          |      |
|  |   |            |          |          |          |          |          |          |          |      |
|  | Shipment Total: \$                                | -          | \$ -     | \$ -     | \$ -     | \$ -     | \$ -     | \$ -     | \$ -     |      |
|  | Minimum Shipment:                                 |            |          |          |          |          |          |          |          |      |
|  | Taxes: \$   | -          | \$ -     | \$ -     | \$ -     | \$ -     | \$ -     | \$ -     | \$ -     |      |
|  | Payment Total: \$                                 | -          | \$ -     | \$ -     | \$ -     | \$ -     | \$ -     | \$ -     | \$ -     | \$ - |