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Proposal

City of Cocoa, FL

Mach Alert for Three Fire Stations

September 13, 2024

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Motorola Solutions, Inc.
500 West Monroe St, Ste 4400
Chicago, IL 60661

September 13, 2024

Jonathan Lamm, Fire Chief
City of Cocoa Fire
1740 Dixon Blvd.
Cocoa, FL 32922

Subject: Mach Alert Fire Stations Alerting

Dear Chief Lamm,

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

To meet the functional and operational specifications of this solicitation our solution includes a combination of hardware, software, and services. Specifically this solution provides:

- AIC Controller at Dispatch Location
- Three Mach Alert station controllers at the three fire station locations
- Five Mach Alert turn out timers at designated locations
- Ten Incident Display Boards at designated locations

This proposal consists of this cover letter, description of offering, and Motorola Solutions City Agreement or other relevant contract together with its Exhibits. This proposal shall remain valid for 60 days from the date of this cover letter. You may accept the proposal by delivering to Motorola the signed Agreement and Purchase Order. Any questions may be directed to your Motorola Account Executive, Melissa Cavallo, Senior Account Manager, at (772) 663-2994.

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

Sincerely,

Rob Richardson
Area Sales Manager, North FL

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Section 1

System Description

1.1   Overview

The *Mach Alert* Fire Station Alerting (FSA) system serves as a cornerstone for the successful operation of the dispatch alerting process. This microprocessor-based alerting system will help manage resources with proven hardware and software, leading to a reduction in emergency response times, less firefighter stress, and the confidence your stations will be alerted every time.

Fire Services, now more than ever, are facing newer and greater challenges. System operating flaws, breakdowns, problematic interfaces, and alerting delays are unacceptable. Proven technology, communications compatibility, software customization, and an intuitive user interface are mandatory.

The *Mach Alert* FSA system is designed for fast response, integration with existing infrastructure, redundancy, and the ability to gracefully migrate into the latest technologies and new features. It utilizes innovative design allowing installations to be tailored to your specific Fire and EMS needs.

The *Mach Alert* FSA system does not depend on PC hardware at the stations for its fundamental fire station operation. It utilizes Motorola's new ACE3600 high-performance controller offering enhanced reliability. As the lead component in our fire station alerting system, it meets these challenges head-on.

Figure 1-1: Motorola ACE3600 Remote Terminal Unit

The *Mach Alert* FSA system is capable of interfacing with IP-based CAD (Computer Aided Dispatch) systems to provide automated fire station alerting. *Mach Alert* provides a backup or manual means of alerting the fire stations if the CAD system is unavailable. If there is no CAD system present, *Mach Alert* FSA functions as the primary means of alerting the fire stations. The dispatch operator can easily access the *Mach Alert* System and its associated Graphical User Interface (GUI) via a thin browser client on a Windows-based PC. The browser allows the dispatcher to manually select the sequence, station(s) and zones required for the alert.

State Of The Art Fire Station Alerting - Mach Alert Text-to-Speech (TTS) Option

In addition to classic fire station alerting functionality, *Mach Alert* also offers optional state of the art Text-to-Speech options to even further automate the alerting process and thereby expediting the dispatching process. *Mach Alert* provides for two different TTS options. (Please note that TTS is ideally

suited with CAD operation, however without CAD, TTS can still be implemented because the *Mach Alert* thin client supports "operator text entry".)

- TTS in the fire stations. This is the Classic *Mach Alert* TTS method. An IP link between the Dispatch Centers and the stations is required for this method of TTS. The text string received from CAD is converted to an audio file by the *Mach Alert* Server software and sent via Ethernet IP to the station or stations selected. It is then triggered by the *Mach Alert* software to be played in the station or stations. This method is most appropriate for large, manned, fire station systems that require multiple stations to be alerted in rapid succession. Please note that the TTS audio will not be heard on subscriber units (i.e. radios) in the field, it will only be played in the fire stations themselves.

- API for TTS Over-the-Air (OTA). This is a very sophisticated method of TTS. An API (Application Program Interface) is utilized to control the radio (and pager) resources so that the TTS audio is sent to specific subscriber units in the system. An API is available for both the MCC7500 and Gold Elite consoles. Please note that one Dispatch Console will be required for each Area for the implementation of the API and control of the radio (and pager) resources. This method is most appropriate for large, complex, multi-agency systems that contain both manned and unmanned (e.g. volunteer) stations. The audio is heard in the specific fire stations as well as on the specific subscriber units (i.e. radios) associated with that specific radio talk group/channel.

All TTS options use a life-like synthetic voice engine to produce human-quality audio output. *Mach Alert* includes a lexicon tool to fine-tune individual pronunciations and configure custom abbreviation and acronym rules for the voice engine. Multiple lexicons may be implemented for multi-agency or multi-PSAP systems where each agency requires their own custom pronunciation rules

Hardened Systems – Information Assurance

To comply with Federal Government regulations for hardened systems, Information Assurance (IA) is required. *Mach Alert* meets these stringent regulations as follows:

- *Mach Alert* complies with multiple federal agencies' Information Assurance (IA) policies including those required for military bases.

- *Mach Alert* is tested and validated against the Motorola MotoPatch CD every month to ensure that all *Mach Alert* systems can be patched to the high standards set by Motorola.

This "Total System Solution" consists of an Alerting Interface Controller (AIC), FSA Server, and Station Controllers (SC) as shown in the following figure. These components are described and their functionality presented in the ensuing sections. Available options to enhance the basic system are also provided.
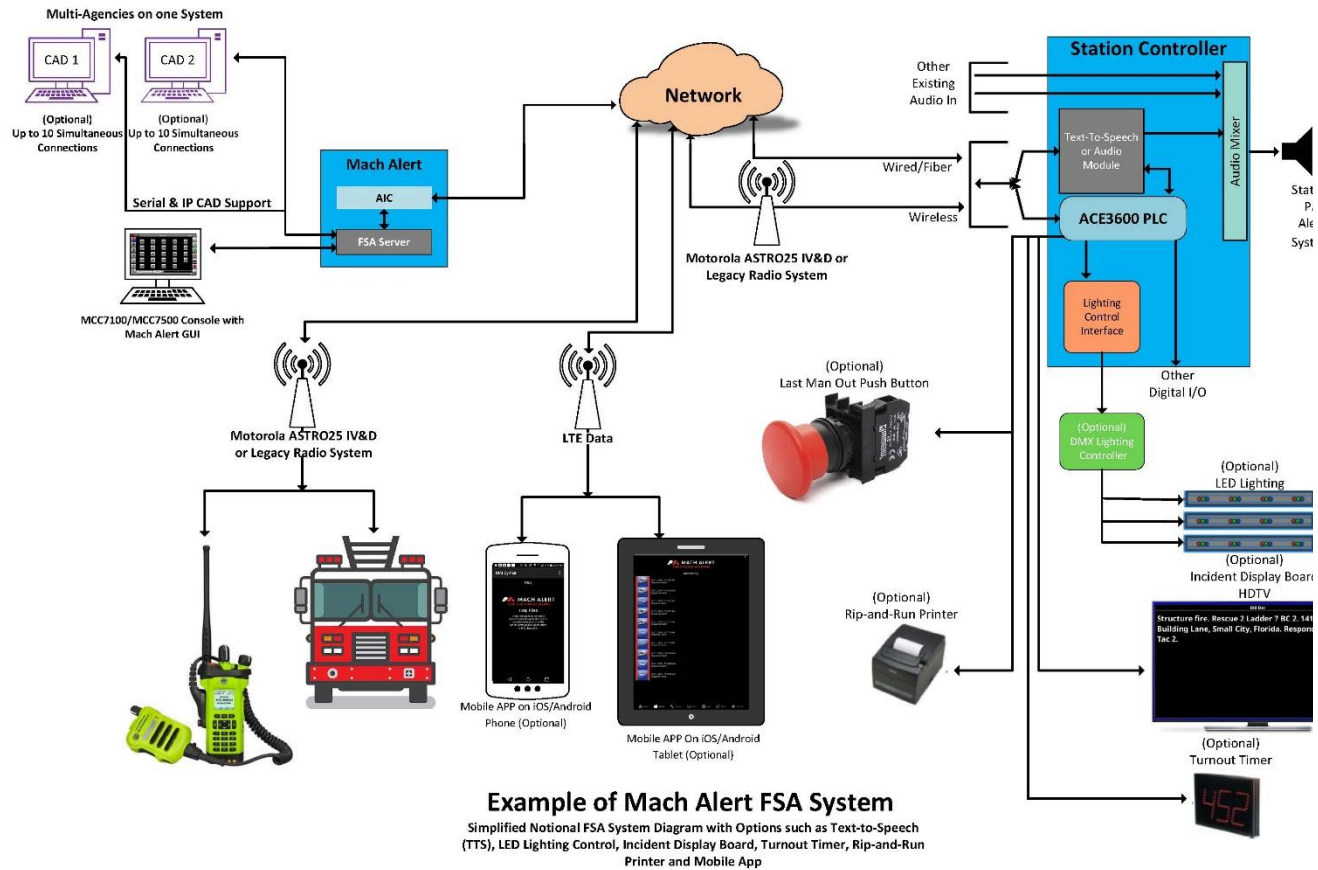
Figure 1-2: Mach Alert FSA System Example

Mach Alert Dispatch Center Hardware

The *Mach Alert* Dispatch Center hardware consists of the *Mach Alert* FSA Server and Alerting Interface Controller (AIC). The dispatch operation is typically located at the Emergency Communications Center.

- The *Mach Alert* FSA Server hosts the primary *Mach Alert* software and provides a Graphical User Interface (GUI) to the fire station alerting system. The *Mach Alert* GUI is accessed using browser thin clients that normally cohabitate on the Motorola Dispatch Consoles but may also be located on separate dispatch operator terminals if required. The server also manages dispatch operator manual station alerting, automated optional text-to-speech incident announcements, remote system access, and system alarm and event logging. The server also provides the interface to the City IP network for alerting over that network.

- The *Mach Alert* AIC is the fire station alerting interface to the Motorola Radio System. The Alerting Interface Controller is a Motorola ACE3600 high-performance controller that provides the means of communicating the alerting data over the radio network to the *Mach Alert* Station Controllers (SCs) located at the fire stations. The AIC also sends the alerting data over the IP network to provide redundancy to the FSA Server in the event it is offline.

The FSA Server and AIC also each contain an optional interface to the City CAD System if there is one present in the overall system design. The FSA Server is normally mounted in the equipment rack with

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the AIC, although an alternate desktop version is also available. The following diagram shows a typical arrangement of the Dispatch Center hardware.
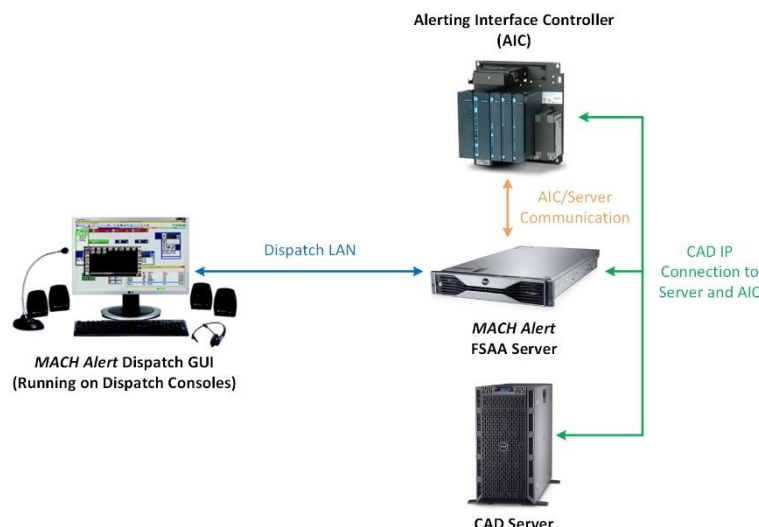
Figure 1-3: *Mach Alert* FSA Typical Dispatch Center Hardware

The following diagram shows the mounting of the FSA Server and the AIC on a standard 19" equipment rack. This equipment is usually located at the Dispatch Center.
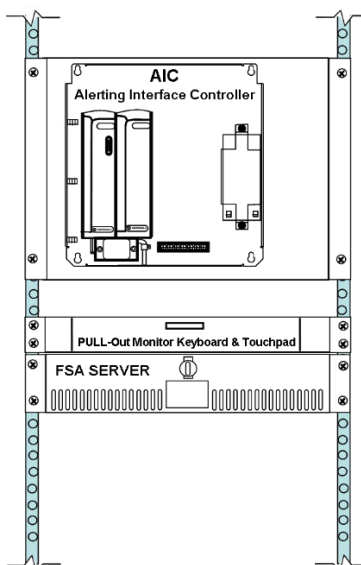
Figure 1-4: Mach Alert FSA Server and AIC

Mach Alert Dispatching Functionality

The alerting process may be either a fully automated process driven by a Computer Automated Dispatch (CAD) System integrated to the *Mach Alert* System or alternatively may be a manual process in which the *Mach Alert* System is utilized to manually alert the fire stations. The *Mach Alert* System also provides the means of manual dispatching if there is CAD in the system, but it is unavailable due to maintenance or failure.

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1.2　CAD as the Primary Means of Initiating Alerts

If CAD is the primary means of initiating the alerts, the fire station alerting information from CAD is passed to the FSA Server and AIC. The FSA Server processes the information and sends the alerting data over the IP network to the *Mach Alert* Station Controllers (SCs) located in the fire stations. Simultaneously the FSA Server controls the AIC and the AIC passes the alerting data to the SCs over both the Motorola Radio System and the IP network. The FSA Server and AIC are in constant communications, and if the FSA Server is offline, the AIC will automatically send the alerting information over both the IP network and the radio network.

1.3　Mach Alert as the Primary Means of Initiating Alerts

If there is no CAD in the system design, or if CAD is offline, *Mach Alert* provides the primary means of initiating the alerts to the fire stations. The dispatch operator, utilizing a thin browser client, accesses the *Mach Alert* GUI located on the FSA Server for the purpose of alerting the stations. The dispatch operator chooses the incident type, selects the fire stations to be alerted, and presses a button on the screen to initiate the alert. The FSA sends the alerting data over the IP network to the *Mach Alert* Station Controllers (SCs) located in the fire stations. Simultaneously the FSA Server controls the AIC and the AIC passes the alerting data to the SCs over both the Motorola Radio System and the IP network.

1.4　Mach Alert Large System Support

While *Mach Alert* easily supports small and medium-size fire departments, it also has the flexibility to support the largest of fire station systems. Several of the large system support features are as follows:

- A *Mach Alert* Enterprise Edition is available that utilizes multiple *Mach Alert* Systems as one system.
- Built-in support for up to 127 fires stations per *Mach Alert* System.
- Support for up to 10 simultaneous IP-based CAD Systems per *Mach Alert* System.
- Depending on the needs of the specific fire department, *Mach Alert* can by segmented to support up to 20 distinct agencies or counties per *Mach Alert* System.
- *Mach Alert* supports up to 60 simultaneous dispatch operator positions per distinct agency.

Mach Alert Redundant Dispatch Center Hardware

To provide redundancy for the Dispatch Center Hardware, *Mach Alert* offers a Secondary *Mach Alert* Server and Secondary AIC. As long as there is sufficient Ethernet connectivity, these items may be installed at a Secondary Dispatch Center to provide geographical redundancy in the instance that the Primary Dispatch Center must be evacuated or has a major shutdown. The *Mach Alert* Primary FSA Server and Primary AIC are constantly synchronized with the Secondary FSA Server and Secondary AIC. The *Mach Alert* System provides for seamless switching between the primary and secondary hardware should the primary hardware be offline. This occurs automatically and requires no human intervention. If there is no CAD in the system design, the Secondary FSA Server and Secondary AIC are required to avoid a single point of failure at the Dispatch Center and thus be NFPA 1221 compliant.

CAD System Support and MFD-P

If CAD is present in the system design, it is interfaced with the FSA Server and AIC utilizing either an IP connection or serial connection. The interfacing software API (Application Program Interface) is accomplished by employing the Motorola Fire Dispatch Protocol (MFD-P) which is a bi-directional protocol between the CAD Server and the *Mach Alert* hardware. This protocol was design by Motorola exclusively for the fire station alerting market. The *Mach Alert* System utilizes MFD-P to receive the alerting information from the CAD Server and also provides acknowledgments back to the CAD Server to verify that the information has been correctly received. Health checks are also constantly employed to verify the health of the connection between the CAD Server and the *Mach Alert* System and the dispatch operator is notified if this automated alerting mechanism becomes unavailable so that the operator knows to switch to manual alerting of the stations using the *Mach Alert* GUI until this connection is re-established. The MFD-P API is much superior to the elementary method of monitoring the CAD data stream. To assist the CAD developer in their integration of the MFD-P API, Interface Control Documents (ICDs) are provided as well as full technical support from the Mach Alert engineering team.

Mach Alert CAD System Support Testing Laboratory

To streamline the CAD integration process, *Mach Alert* has implemented the *Mach Alert* Test Laboratory located in Tampa, Florida for just this purpose. The *Mach Alert* Test Laboratory consists of two FSSA Servers and two AICs representing a primary and secondary dispatch center. The lab also has hardware for 25 Station Controllers with all optional *Mach Alert* features representing twenty-five fire stations all integrated as one fully functional *Mach Alert* FSA System. The CAD Vendor can create a Virtual Private Network (VPN) connection to the FSA Test Servers for the testing of their side of the API. This process is monitored and logged to provide feedback to the CAD Vendor. The formation of this *Mach Alert* Test Laboratory has proven to streamline the development of the CAD Vendor's API significantly and allows full testing of their interface to the *Mach Alert* system before ever stepping foot on-site at the City's location. This significantly reduces the on-site time required, or interruption in service, for the development and testing of this CAD interface. The *Mach Alert* Test Laboratory has proven to reduce the system downtime time and significantly minimized the stress of the cut-over and go-live day for all dispatchers and technical personnel.

Mach Alert Graphical User Interface (GUI) Functionality

If CAD is present in the system design, it serves as the primary means of alerting the fire stations through the *Mach Alert* System. *Mach Alert* contains a CAD Monitor window to allow the dispatch operator to view the alerting information received from CAD. The *Mach Alert* CAD Monitor also displays the open PA time representing the time the operator can speak and be heard in the corresponding fire station's PA system during an alert.

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The *Mach Alert* CAD Monitor window screen is shown in the following figure:
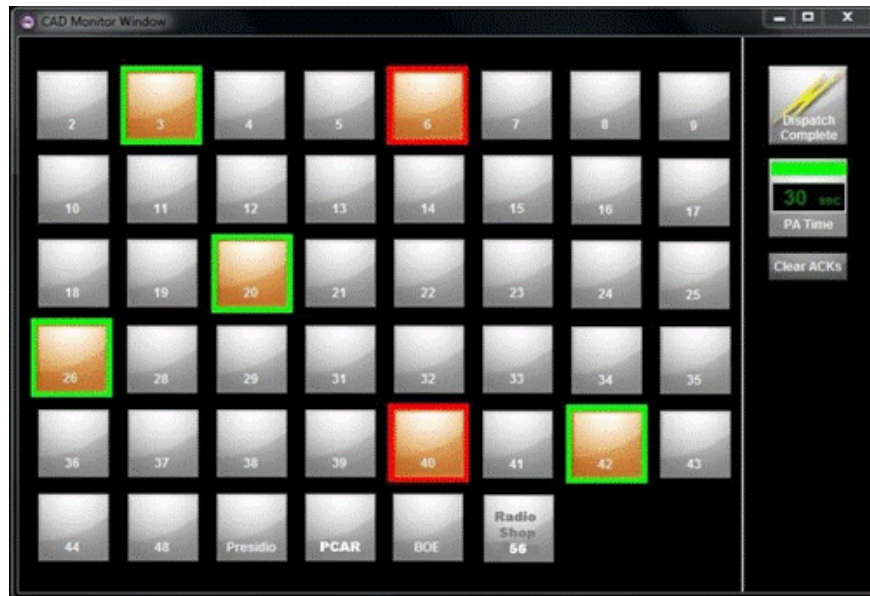
Figure 1-5: Mach Alert CAD Monitor Window

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Mach Alert Manual or Backup Alerting

The *Mach Alert* Manual Dispatch screen is shown in the following figure:

Figure 1-6: Manual Dispatch Graphical User Interface (GUI)

The Manual Station Alerting Screen is used to alert the fire stations when the CAD system is unavailable or if there is no CAD in the system. The Station Alerting Screen permits dispatch operators to quickly identify and select the type of incident and the station(s) to be alerted. Operators then select one or any combination of stations to be alerted. Multi-station select buttons may be pre-configured so the dispatch operator can instantly select groups of stations on the *Mach Alert* Dispatch Screen GUI. When the operator selects the station(s) to be alerted, a "Select" bar appears next to the selected station icons. All other operator positions will see a "Busy" bar next to the selected station icons indicating those stations are currently being alerted. The operator then selects the "Send" icon and the alert is sent to the selected station(s).

A green "ACK" bar next to the Station Icon is displayed when the Station Controller acknowledges the alert. If the alert does not successfully go through to the selected fire station(s), an "Alert Fail" alarm is illuminated at the dispatch operator position that initiated the alert and the station(s) that did not acknowledge the alert will display a red "NACK". After a station alert has been sent and the toning is complete, the "PA Indicator" icon changes to green informing the operator the live voice announcement can begin. Multiple operator positions can also alert fire stations at the same time (concurrent dispatches). The system meets NFPA 1221 recommendations and ISO requirements for Dispatch Centers.

The *Mach Alert* GUI provides positive acknowledgment (ACK) of alerts received by the fire stations. It also indicates the Public Address (PA) system status at each of the fire stations by utilizing an audio sensing device to confirm that the alert is being heard in the fire station. The GUI also indicates to the dispatch operator the remaining time to talk before the Station Controller (SC) in the fire station is automatically reset in preparation to receive the next alert event.

Mach Alert Browser Viewing

The *Mach Alert* System software is installed on the *Mach Alert* FSA Server and the *Mach Alert* GUI can be viewed on the existing radio consoles, CAD workstations, or any PC with network access to the FSA Server and an Internet Explorer Browser. This integrated approach will allow each dispatch operator position to have control over the fire alerting process without CAD input. Additional workstations, monitors, and keyboards are not needed at the dispatch operator positions that would take up valuable desktop space at the dispatch positions. No GUI software is loaded on the PCs accessing the FSA Server. The browser will call and load an ActiveX client on the PC during the initial system setup. Nothing needs to be pre-loaded.

Concurrent Dispatch Positions

The *Mach Alert* FSA system can alert multiple fire stations from multiple dispatch positions. This provides for notifications (alerts) to be generated in very rapid succession, eliminating call (alert) stacking. Dispatch operator position client licenses (concurrent licenses) permit operators to log in from any console position so that multiple operator positions can be logged into the FSA system at the same time. Licenses do not have to be purchased for every operator position, only the maximum number of positions that will require concurrent operation.

The *Mach Alert* Server acts as a browser server that interfaces with the radio consoles via IP connectivity. No GUI software programs are loaded on the radio console server or console workstations. Remote access to the thin-client GUI screens on the server is via a web client from the console screen (Internet Explorer). The client software is a "concurrent license" which means any dispatch position or laptop with the proper access rights and security credentials can log into the server and have access to the GUI screens and the alerting process, depending on the number of available concurrent licenses. This provides the ability for any operator position to log into the system and alert the stations, or multiple operator positions to alert different stations at the same time. The system meets NFPA 1221 recommendations.

Event Logging

Upon every alert, the alerting data is logged, time-stamped, date-stamped, tracked, and stored in the FSA Server database for future reference and printing. The *Mach Alert* System records and displays error and failure information for the dispatch staff. The information presented is clear and concise in order to detail important information that the dispatch operator needs to know. A detailed log shows all operator and system actions in a clearly shown sequence of events.

Mach Alert Event and Status Screens

The *Mach Alert* Event and Status screens display easily identifiable icons at each of the dispatch positions. Included in the *Mach Alert* GUI and the Event Log Screen (includes real-time system alarms and events and a historical database), multiple system Configuration Screens, the Communications Status Screen (includes real-time status of the radio and IP communications links, main power status, and SC backup battery status), the Outdoor Speaker Control (Night-Mode) Screen, and the Report Generation Screen.
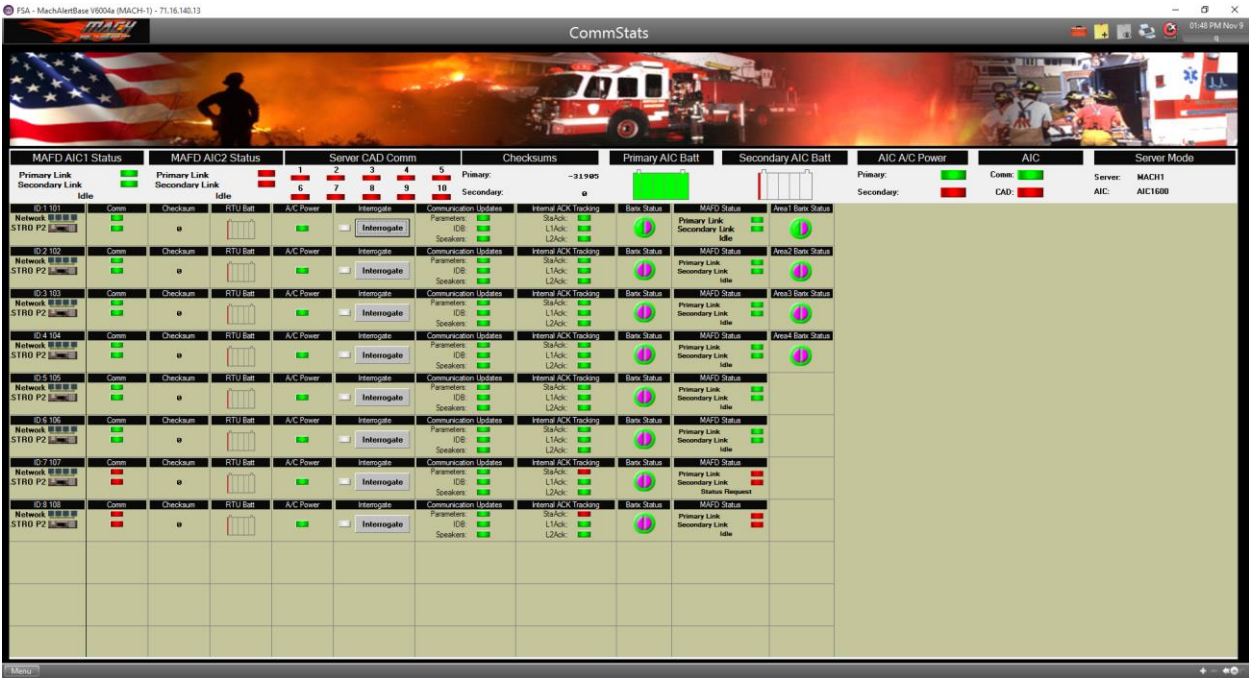
Figure 1-7: Communication Link Status

Figure 1-8: Configuration Screen Example

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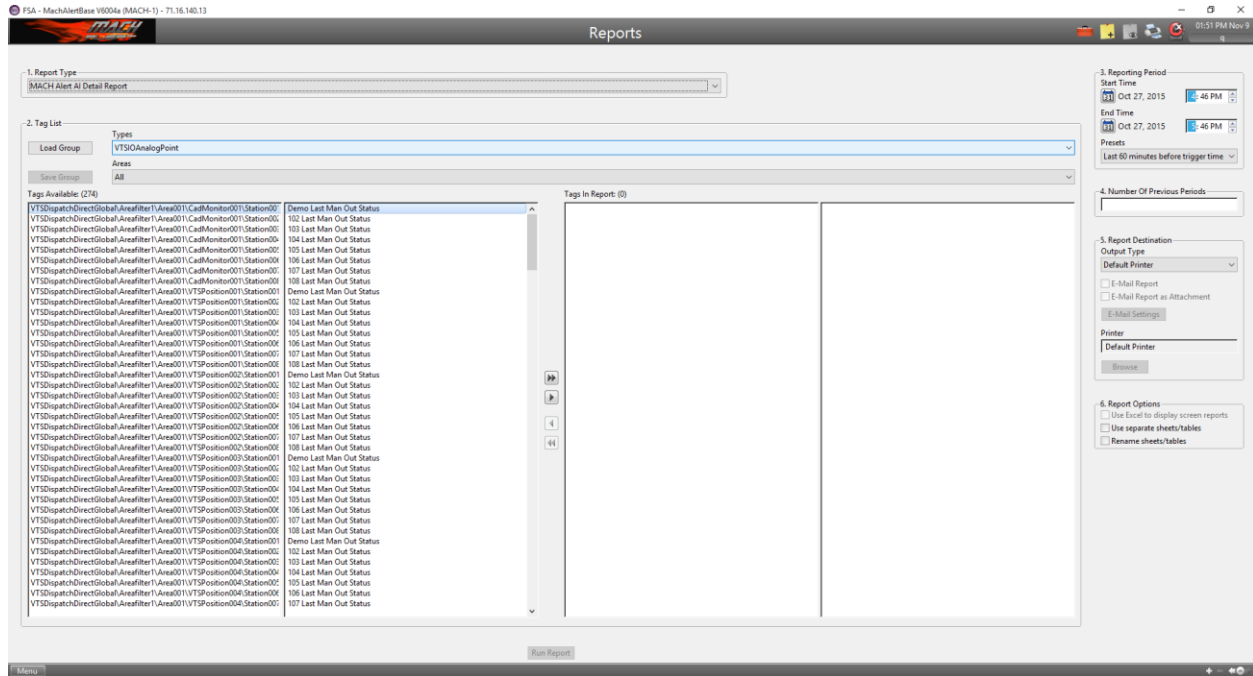
Figure 1-9: Event Report

Figure 1-10: Alarm Page

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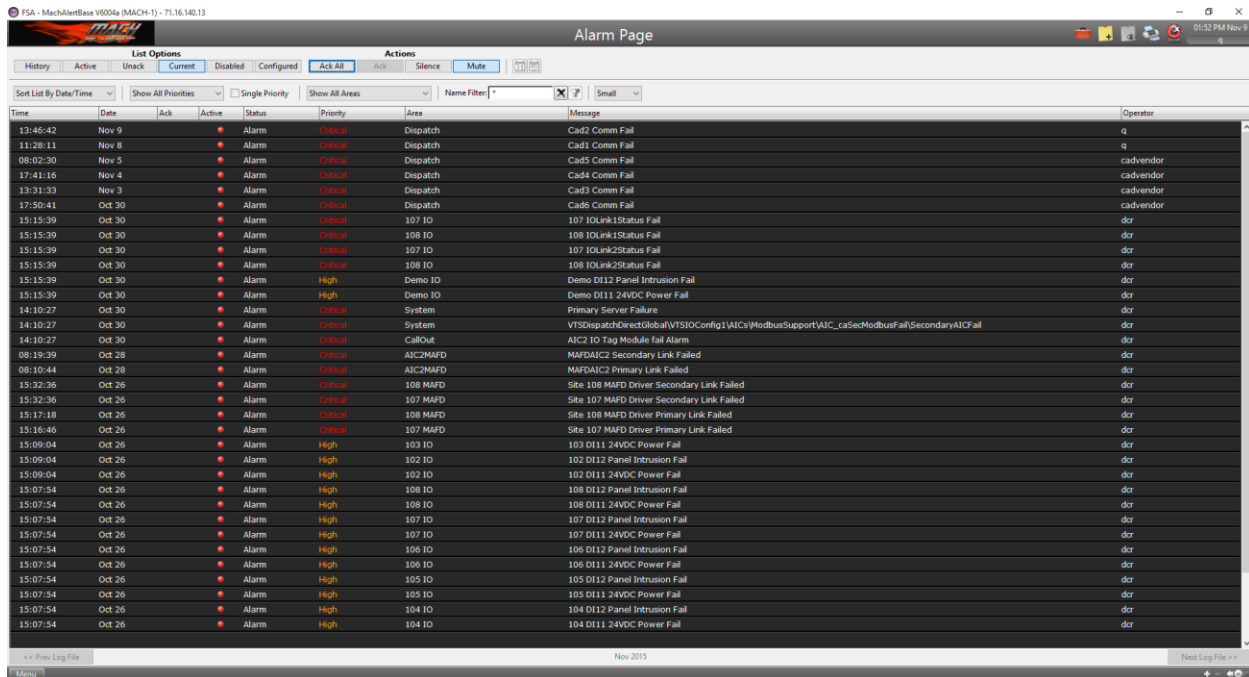
Outdoor Speaker Control

The FSA system provides a feature allowing control of outdoor speakers at each station. The outdoor speakers can be configured from the FSA Server. This feature allows authorized personnel to make the following adjustments:

- Turn on or off individual outdoor speakers.

- Set up individual outdoor speakers or group of speakers on a timer. Time On and Time Off settings will automatically turn on/off the speakers at any time during the day or night. Easily adjustable.

- The Outdoor Speaker Control Screen also permits authorized personnel to have control of the station audio. For example, settings are provided to allow the main fire dispatch audio to always be played through the station speakers ("Day Mode"), or dispatch audio only if the station(s) is alerted ("Night Mode").
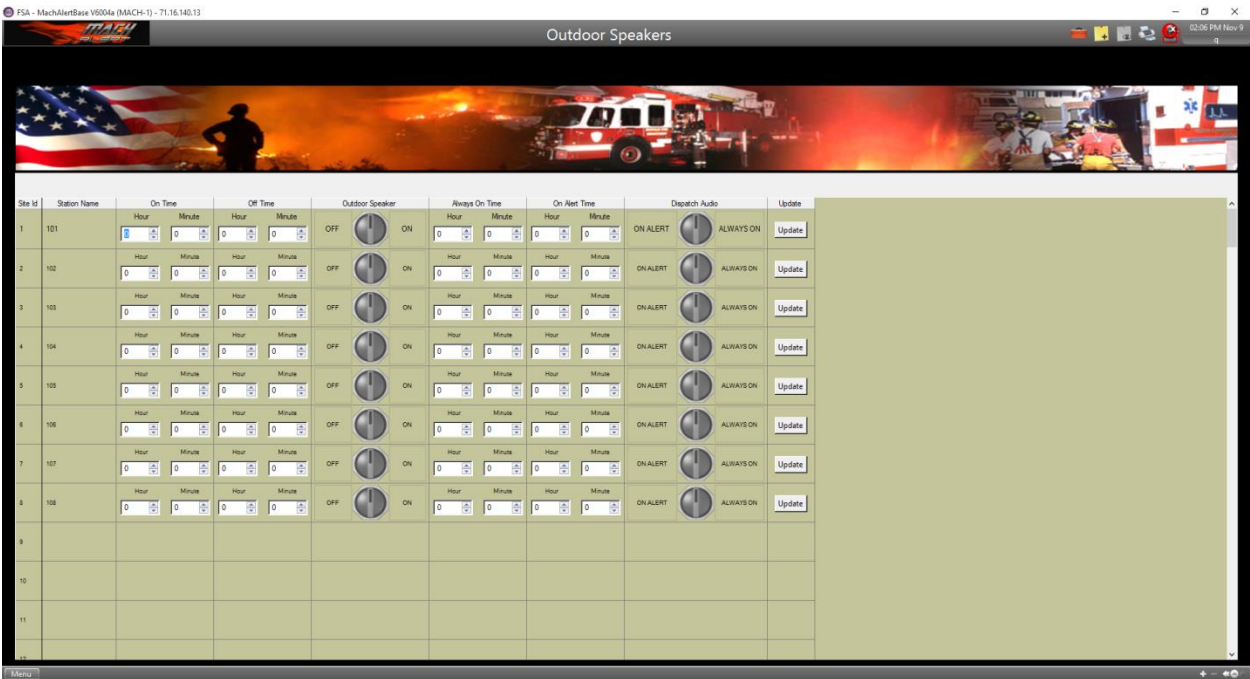
Figure 1-11: Outdoor Speakers Control Screen

Remote System Access

The *Mach Alert* FSA system provides remote system access. The same system alerting capabilities, as described above, are available on any PC or laptop that has a network connection (wired or wireless) to the FSA Server, proper security access rights, and proper password. If the Dispatch Center is evacuated, and the FSA Server/LAN are operational, fire station alerting can be accomplished from a remote location. Client licenses are required for remote system access.

Remote access can be used for emergency station alerting from remote locations, command vehicle dispatching, system diagnostics from remote locations, system maintenance, system configuration changes, software updates, or system monitoring by Fire Administration or IT personnel.

This feature provides backup fire station alerting if the Communications Center(s) is evacuated. Emergency fire station alerting dispatch can be directed from a mobile command vehicle or a

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secondary Communications Center established at a remote location. Any location with IP connectivity to the FSA Server can operate as a secondary station alerting Dispatch Center. The system meets NFPA 1221 recommendations and ISO requirements for Dispatch Centers.

System Health Monitoring

The *Mach Alert* System conducts automated "health checks". The FSA Server is configured to look for an "ACK" from each Station Controller (SC) periodically. Any status changes at the fire stations are transmitted when the change occurs. This reporting by "exception" utilizes less FSA system and communication link resources than a polling scheme to all fire stations. Periodically the FSA Server also polls the CAD server for a "heartbeat" confirmation. If there is a communication issue with any SC or the CAD server, an alarm notification is displayed in the "Alarm Window" on the Station Alerting Screen at all operator positions identifying the specific alarm. Also, these alarms can be sent to email addresses. The Communications Status Screen and the Event Log Screen will display the alarm conditions in more detail. All alarm and event information is time and date stamped, logged into the system, and stored in the FSA Server for future reference. Any SC may be manually interrogated from the Communications Status screen. The system meets NFPA 1221 recommendations.

Alarm Notifications

The *Mach Alert* system can detect internal and external failures and alarm conditions that affect system performance or station safety. These Alarm Notifications are displayed on all dispatch operator Station Alerting Screens and Event Log Screens. The system can also automatically send emails, utilizing the City's mail server, to designate personnel (user-configurable) if an alarm occurs. Typical alarms include, but are not limited to, the following:

- AIC or SC failure.
- A specific module failure in the AIC or SC.
- Failure of CAD communication with the AIC or FSA Server.
- Failure of any communication link with the identification of the failed link.
- Failure to alert a station or stations.
- AC power failure to the AIC or SCs.
- General alarm notifications (monitoring intrusion alarm panels, emergency doorbells, etc.).

These notifications will occur even if the CAD is not in the system design or is not operational. The AIC and SCs are self-monitoring and will report a failure of their modular components. "AC Power Failure" alarm notifications will be sent if the main power is lost and the AIC or any SC reverts to its battery backup. The Station Alerting Screen has an alarm window at the bottom of the screen that provides the dispatch operator a real-time alarm display. The AIC and SC battery status and battery life can also be monitored on the Communications Status Screen. The system meets NFPA 1221 recommendations including "Monitoring for Integrity".

System Acknowledgments and Logging

The dispatch operator receives a positive "Acknowledgment" ("ACK") indicator on the dispatch screen when the fire station SC receives the alert command. The ACK will be sent back over both communications links. This information is logged and stored in the FSA Server's historical database. The system meets NFPA 1221 recommendations.

Mach Alert GUI System Security

The *Mach Alert* System supports multiple levels of login authorization to limit operator actions for advanced features such as the configuration of station devices and output functions. System security is configured during system setup and is tailored to the needs and requirements of the City. By default, the FSA Server supports Secure Socket Layer (SSL) encryption of remote connections, e.g. connections between the FSA Server and the dispatch consoles running the *Mach Alert* Dispatch Screen GUI.

Mach Alert Zone-Based Alerting

Mach Alert also supports zone-based alerting schemes, emulating the sequence of alerting operations featured in Motorola's FSA3000 and FSA4000 fire station alerting systems. With *Mach Alert's* zone-based alerting, each audio zone at a fire station can be assigned a specific tone in addition to, or in lieu of, the incident type tone.

Mach Alert Apparatus Alerting

Mach Alert offers optional alerting by apparatus type. *Mach Alert* Apparatus Alerting provides for the following features:

- Enables the ability to select apparatus items on the manual alerting interface, receive apparatus requests from CAD when the CAD interface is used, and plays a different tone at the station for each apparatus selected in the alert.
- Allows dispatch operators to contact specific areas of a station with unique tones associated with a specific apparatus as well as zoning support to send audio to a single area of the station where the fire station personnel associated with that item are located.

FSA System Transport Functionality

This section addresses the *Mach Alert* functionality over the various possible transport media. *Mach Alert* supports numerous Motorola Radio Systems in addition to IP networks.

1.5   IP Network Support

In addition to alerting over the Motorola Radio System, *Mach Alert* also supports Ethernet IP Networks utilizing City enterprise connectivity between the Dispatch Center(s) and the fire stations. Please note that minimum bandwidth requirements must be met in order to provide reliable Ethernet link connectivity. These bandwidth requirements are available upon request.

1.6   Alerting Over Redundant Communication Links

The *Mach Alert* FSA system supports up to two (2) redundant communications links for station alerting (data) and an independent communications link for announcements (voice). The system design offers a "high-availability" fire station alerting operation through multi-level redundancy.

Both the existing IP network and the existing radio system can be used to alert the fire stations. Station alerting is transmitted over the redundant communications links concurrently. The key point here is that the *Mach Alert* FSA system does not have to make a selection if one link fails, as is often the case with PC-based systems. This assures the alert data will reach each fire station controller selected to be

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alerted with minimal delays. Alerting over Redundant Communication Links meets NFPA 1221 requirements.

If the radio system used for alerting is offline, station alerting will be processed using the IP network. If the Ethernet link used for alerting is offline, station alerting will be processed using the radio link.

If the radio link or the IP network link fails to the fire stations, the *Mach Alert* System will continue to function, including toning, CAD processing, backup dispatch, zoning, event logging, and failure notifications. The system meets NFPA 1221 recommendations.

At the fire station, the Station Controller activates the alert tones based on data received on the first (quickest) link and does not process data from the other link. However, both the radio and IP communication links send an acknowledgment ("ACK") back to the AIC to verify that both communication links are operational. ACKs are also sent to the CAD system, if present, for updating. After the alert tones are played, the dispatch operator can begin the voice announcement.

Mach Alert supports the following combination of alerting links:

- One (1) Ethernet link and one (1) Radio System (Trunking or Conventional) link
- Two (2) Radio System (Trunking and/or Conventional) links
- Two (2) Ethernet links

Note that two data links are required for NFPA1221 Compliancy.

1.7   Data Integrity

The *Mach Alert* FSA system utilizes the Motorola Data Link Communications (MDLC) protocol specifically designed for data over radio networks. It creates a true wireless network environment that provides maximum data integrity. The MDLC protocol is based on the Open System Interconnection (OSI) model recommended by the International Organization for Standardization (ISO). MDLC utilizes all seven layers of the OSI model and is designed for point-to-multipoint links such as an FSA system. MDLC provides optimum operation in saturated RF environments. The protocol facilitates communications among all sites in the system, including extensive diagnostic messaging. CRC-32 level data detection is provided. The MDLC protocol is also used to ensure data integrity over Ethernet for alerting via the AIC over the IP network.

1.8   Dispatch Operator Voice Announcements

The dispatch operator voice announcements are sent on a separate and independent radio talk group/channel. The same Motorola Radio Systems that are supported for alerting is also supported for voice announcements.

1.9   Mach Alert Fire Station Hardware

The following sections detail the *Mach Alert* Hardware that is available for installation in the fire stations.

1.9.1   Mach Alert Station Controller

The *Mach Alert* Station Controller (SC) is a Motorola ACE3600-based high-performance RTU installed in a NEMA-1 wall-mount industrial panel. The SC is located at each fire station typically in a communications utility room. The SC processes information to and from the AIC and FSA Server, generates alert tones and provides station audio control including optional text-to-speech decoding.

The Station Controller (SC) is a modular unit containing the following hardware:

- Motorola ACE3600 Power Supply Module.

- Motorola ACE3600 CPU Module.

- Motorola ACE3600 Digital Input/Output Module - additional modules are available to support additional I/O functionality.

- Optional Motorola Radio(s) – space is provided within the SC to house one (1) Motorola Alerting Data Radio and (1) Motorola Voice Radio.

- Integrated 6.5 Ah Backup Battery.

- An XLR audio input is provided to interface with an optional external voice radio.

- A balanced line-level audio output connection is provided to interface with the fire station PA amplifier.

- A Tones module for the storage of audio tones. 35+ default tone library pre-loaded. Custom tones are supported.

- Optional TTS Module for in-station TTS.

- Audio mixer and audio relays to control the flow of audio to the station PA system.

- Live audio sensing device.

- 4-port Ethernet switch.

- Support for external Turnout Timers.

- 8 Digital Output Relays standard – may be purchased with up to 40 Output Relays for additional output control.

- 8 Digital Input Terminal Blacks standard – may be purchased with up to 24 Terminal Blocks for additional monitoring capability.

- Depending on the options purchased, the SC may also house supporting hardware for the LED Zoned Lighting System and Zone Selector Switches.

- Transient Voltage Surge Suppression.

- Automatically resets after an alert is completed in preparation for the next alert.

System Description

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Below is a mechanical design view of the *Mach Alert* Station Controller:
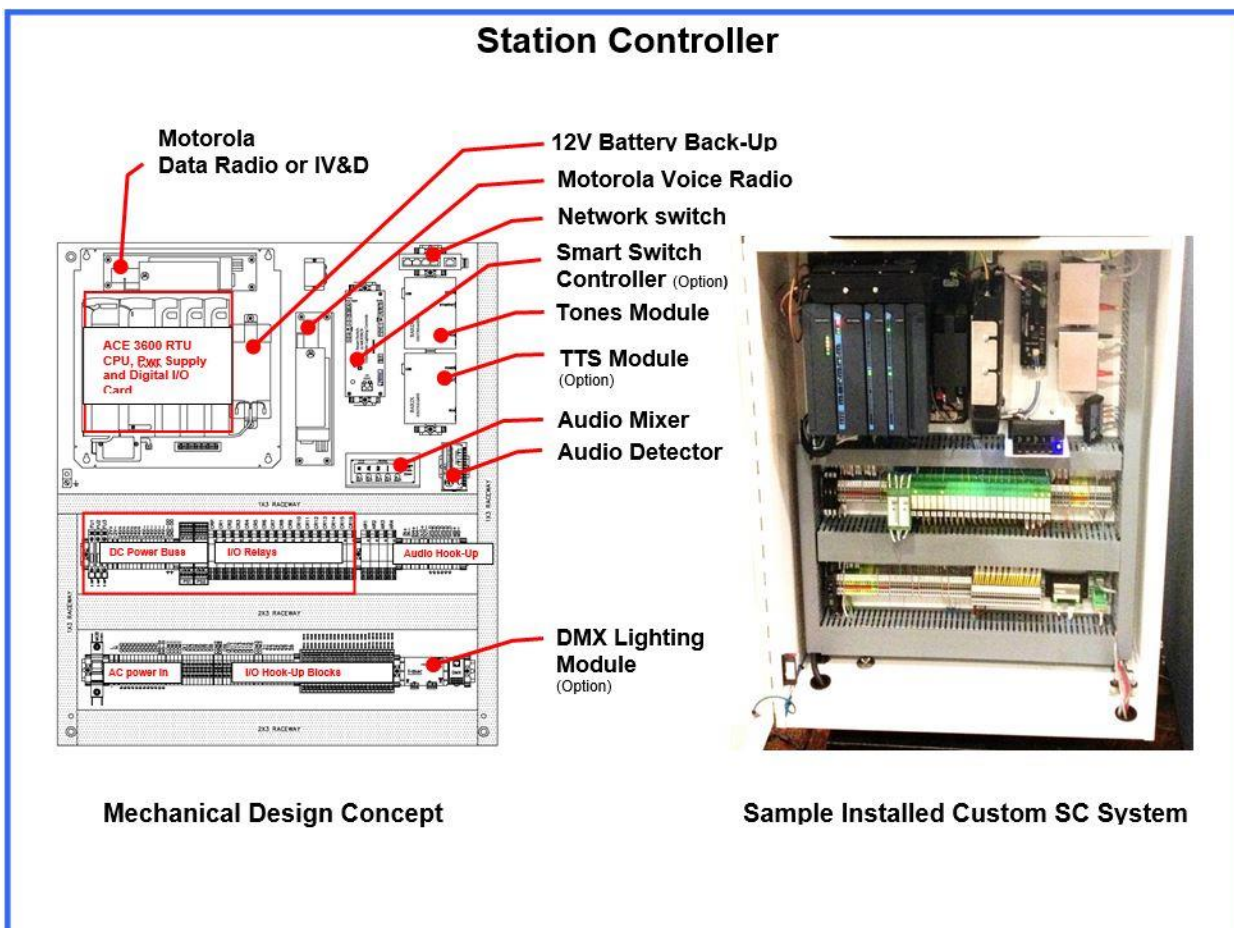
Figure 1-12: Mach Alert Station Controller

Station Audio Alerting

The *Mach Alert* Station Controller hardware and software automatically controls the alerting process. When stations are alerted, unique alert tones are played over the station's PA system. To prevent additional stress, these tones are ramped ("heart saver"); that is, they start at low volumes and escalate in volume to a desired level for a specific period of time. The tones can also be unique based on incident type, apparatus, company, and/or personnel. They can include a combination of tone and recorded voice. Custom, user-supplied tones are a standard feature of the system design. Toned alerting meets NFPA 1221 recommendations.

Mach Alert provides several available options for providing audio to the fire station.

- An Audio Tones Module supplies ramped alert tones and a brief pre-recorded voice alert designating for the type of alert, followed by opening the station PA system for the dispatch operator to verbally alert personnel. This is a standard feature of *Mach Alert*.

- An optional Text-to-Speech (TTS) function can translate a CAD generated text string containing specifics of the alert message (or a type-written message generated via the dispatcher if there is no CAD in the system, or it is unavailable) into human-voice quality speech and transmit it over the IP network to the Station Controller as a compressed audio file for playback after completion of the locally stored alert tone.

System Description

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- A TTS Over-the-Air (OTA) option is also available to provide the TTS announcement over the Motorola Radio System as opposed to over the IP network.
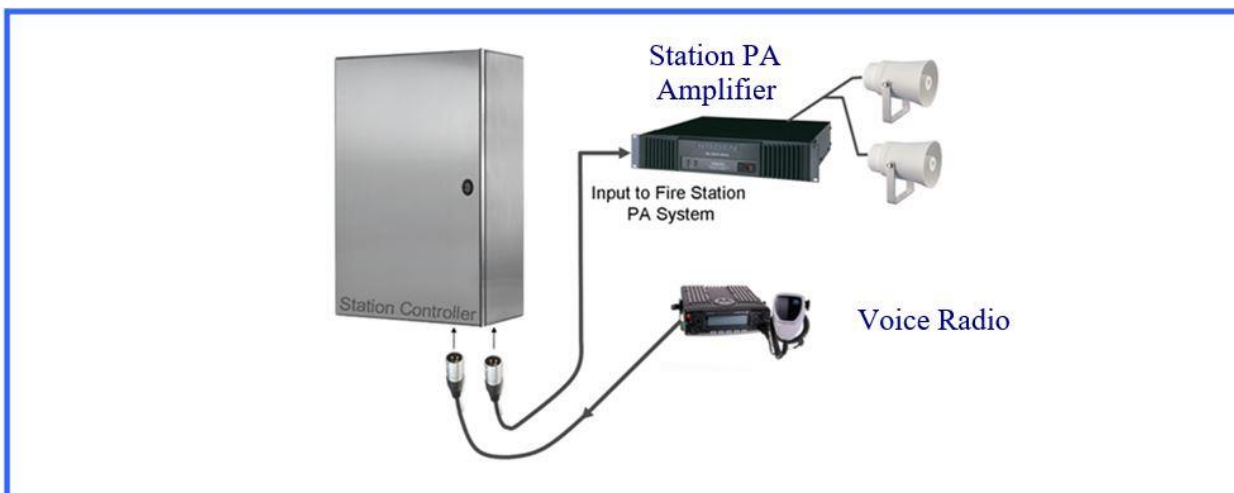
Figure 1-13: Mach Alert Station Audio

Optional System Features

Optional fire station auxiliary functions can be added to the *Mach Alert* FSA system to further enhance how a department responds to emergencies. Auxiliary functions may include, but are not limited to the following:

- *Mach Alert* Mobile App
- Incident Display Boards
- Zoned LED Lighting
- Turnout Timers
- "Rip-and-run" Thermal Printers
- LED Scrolling Message Boards
- Station Status Touchscreen
- Opening bay doors
- Manual acknowledgment to dispatch that the station was alerted
- Manual acknowledgment to dispatch that the first responder has exited the station
- Automating exhaust systems
- "Safe Zone" doorbells can be heard over the PA system
- Appliance shut-off (automatic upon alert or button push)
- Station audio and lighting zones
- Bunkroom zoning
- Monitoring station intrusion alarms
- Control of traffic signals
- Monitoring generators (on/off, failures)
- Status of appliances (on or off)

- Status of fire station alerting equipment
- Weatherproof NEMA-4, NEMA-4X, or extra-large enclosure options

Station Zoning (Audio and Light Zones)

The *Mach Alert* FSA system supports the partitioning of fire stations into specific zones, each receiving specific types of alerts. The *Mach Alert* System can accommodate zone partitioning based on the individual needs of each fire station. It supports zoned alerting with ramped custom tones, ramped LED bunkroom lighting, apparatus bay and common area alert lighting, egress lighting, and automated outdoor speaker control (day/night modes). Also, as options, the *Mach Alert* System supports the control of fire station lights, Incident Display Boards, Turnout Timers, plus other custom features designed for a fire department's specific needs. The diagram below shows a typical *Mach Alert* Station Controller-based system with options implemented for alert lighting and audio as well as zone selection switches.

LED Alert Lighting – Optional

The optional use of LED lighting strips for the FSA installation are for visual alerting in addition to the audio alert (PA) system. The RGB lighting strip is compatible with a commercially available controller. LED lighting strips are activated and controlled in various colors and sequences to alert station personnel of conditions and warnings.
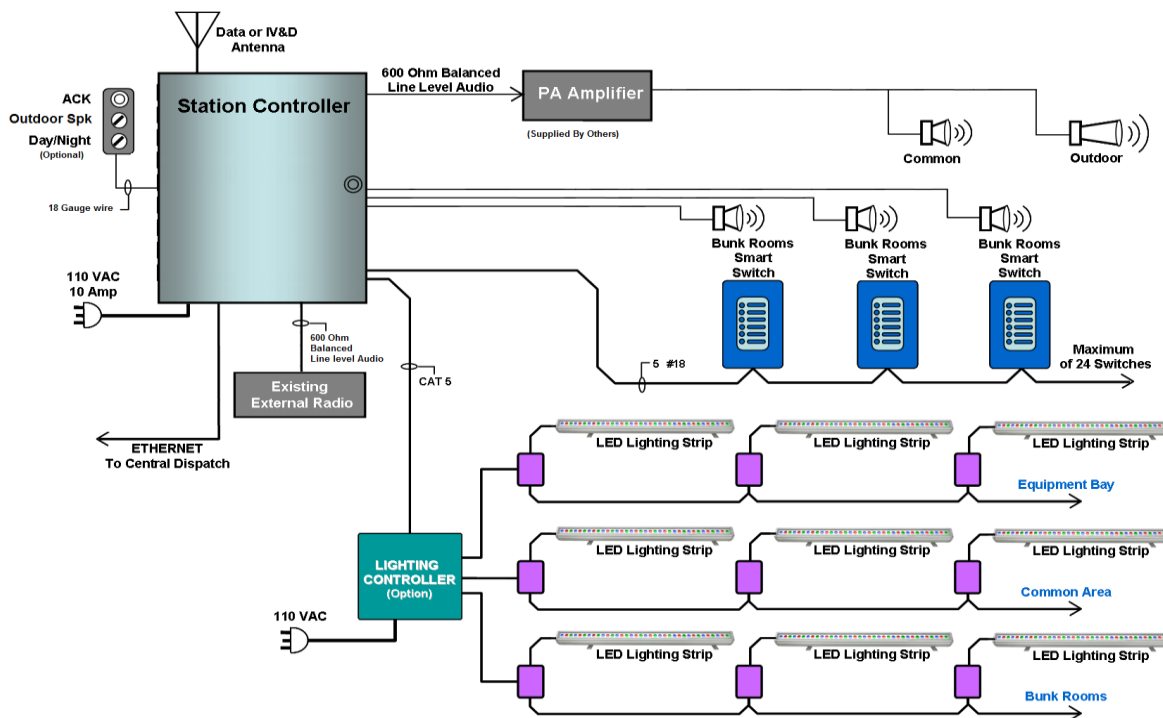
Figure 1-14: ???

The optional LED lighting is connected to the Station Controller. The LED lighting can be configured for ramp time, maximum intensity and colors.

Bunkroom LED lighting is ramped. Each bunkroom can have a LED light strip that will activate based on the type of alert. For example, if the bunkroom is reserved for the engine, the LED strip can be set

to ramp to a red display. If the bunkroom is reserved for rescue, the LED strip can be set to ramp to a blue display. These high-intensity, RGB color LED strips can also be used in the common areas, bays, weight rooms, outside, offices, etc. When used in the hallways, they provide adjustable soft white egress lighting.

- RGB Color Mixing
- High power LEDs
- Extruded aluminum housing
- Input power of ~ 1 Amp @48VDC

Figure 1-15: Mach Alert LED Lighting Option

Dynamic Zone Selection Switches – Optional

If a department desires to have the flexibility of using their bunkrooms based on specific personnel, apparatus, and/or company, wall switches may be provided as an option, allowing each bunkroom (or Zone) to select the type of alert, or combination of alerts, to be directed to that bunkroom. Fire or EMS personnel can use any bunkroom and select their specific alert(s) to be directed to that room. LED indicators on the wall switch indicate which alerts have been selected, or no alerts.
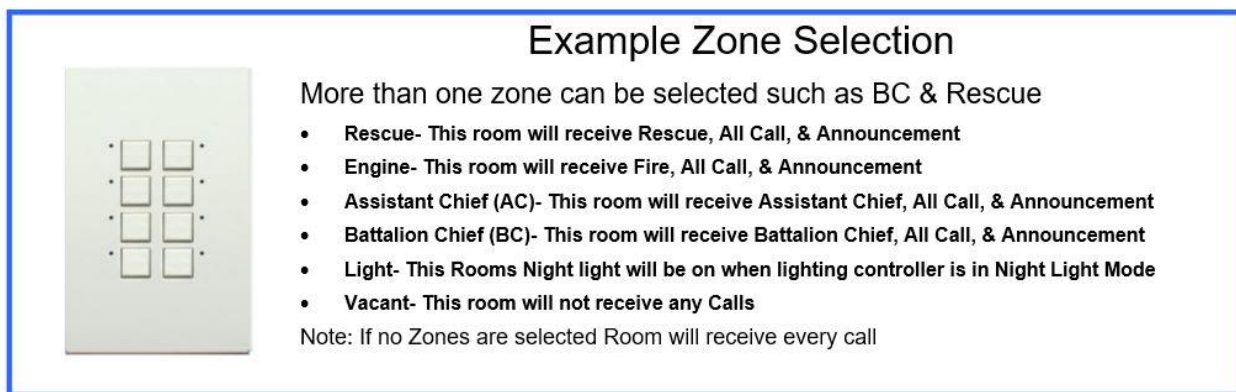
Figure 1-16: Mach Alert Zone Selector Switch

Incident Display Boards (IDBs) – Optional

IDBs can be provided for each fire station as an option. High Definition (HD) LED or LCD monitors can be provided and configured to display incoming alert incident information based on input from the CAD system (for example, units responding, address/location, incident type, cross streets, etc.) When alerted, the displays present a screen border color-coded to indicate the call type. A "count-down" and "count-up" timer is displayed indicating the amount of turnout time left and the amount of time past the required departure. The count-down timer is yellow. When it indicates 00, it turns red for the count-up time. If Internet access is granted, a map of the incident location can also be displayed on the IDB.
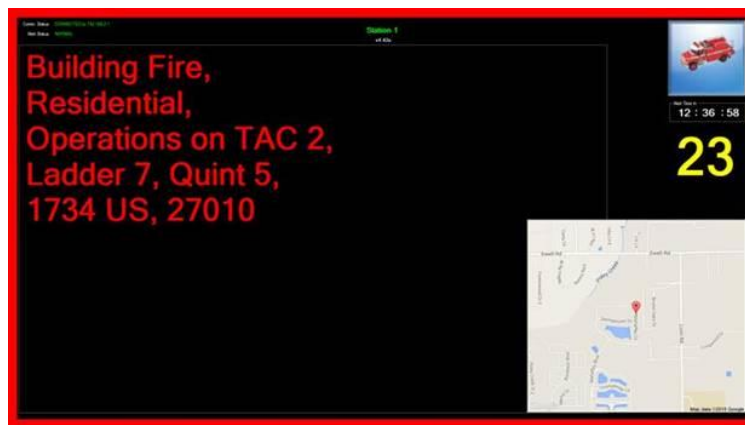
Figure 1-17: Mach Alert Incident Display Board

Turnout Timer (TOT) – Optional

The *Mach Alert* system can trigger an optional wall-mounted turnout timer when an alert is received. The TOT has configurable settings that allow for the adjustment of the countdown time interval. The countdown time is also configurable based on alert type and can be automatically reset upon the next alert or can be reset through an external (optional) pushbutton. The display is a 3-digit LED display that has a character viewing distance of 125 feet.

System Description

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Figure 1-18: Mach Alert Turnout Timer

"Rip-and-Run" Thermal Printers – Optional

Mach Alert offers optional "rip-and-run" thermal printers at each fire station. Upon alert, the Station Controller transmits alert information (sourced from CAD or manual entry) to the thermal printer, which prints a perforated slip of paper with the critical information from dispatch. *Mach Alert* also supports existing printers via a serial interface.

Figure 1-19: Mach Alert Rip-and-Run Printer

LED Scrolling Message Boards – Optional

Mach Alert supports LED scrolling message boards at the fire stations. These single-line, IP-enabled marquee boards are configured to display alert incident information based on data from CAD (or manual entry) upon alert.

Station Status Touchscreen - Optional

The *Mach Alert* Station Controller at each fire station can be linked to a local status touchscreen. From this screen, fire responders or IT personnel can review local system alarms and histories, initiate test alerts, or configure the screen to act as a "last man out" device.

Mach Alert Mobile App – Optional

Each *Mach Alert* system can support a companion notification app for iOS and Android devices. The App includes a robust user and role management interface, enabling system administrators to create custom alert filters—allowing precise control over which users receive specific alerts. Upon each alert, the companion app notifies selected first responders on their devices, offering:

- Incident information (from CAD or manual entry) with text-to-speech

- Incident Mapping and directions

- Alert tones

- Turnout timer

- 24-hour alert history

- Manual user acknowledgment
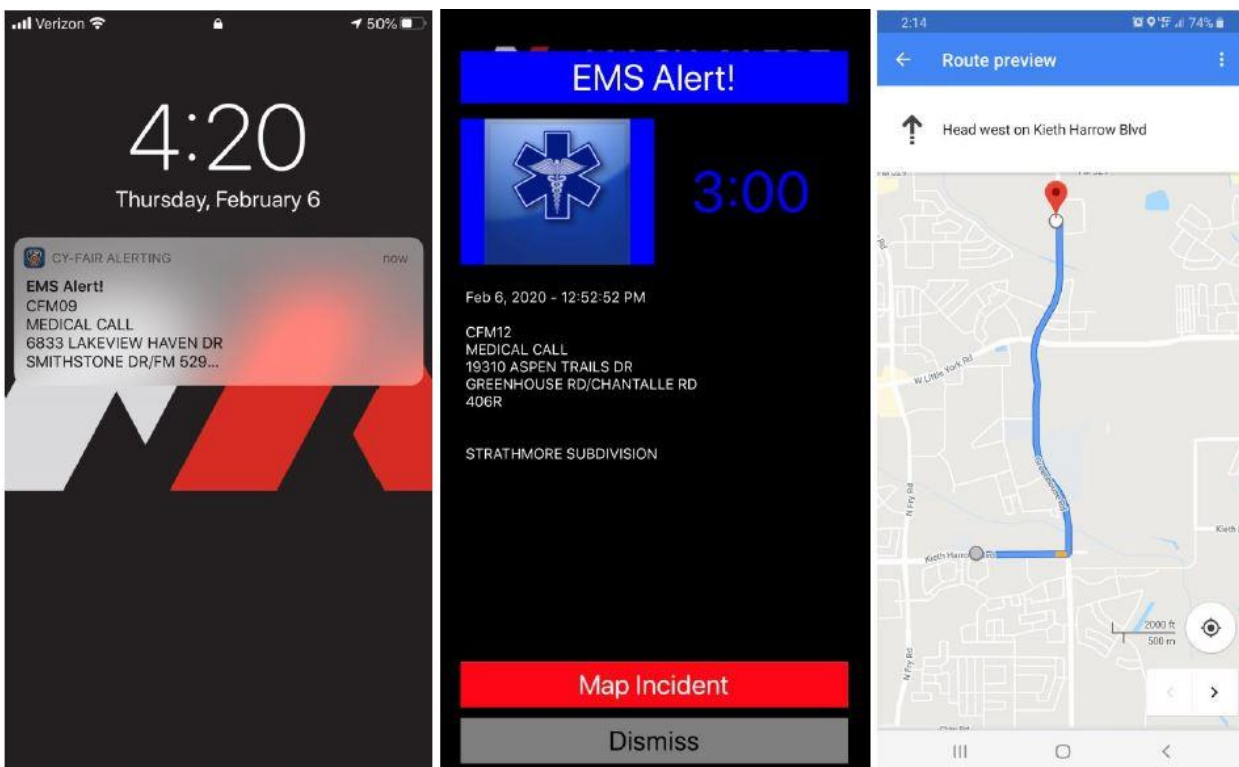
Figure 1-20: Mach Alert Mobile App

Standards and Compliancy

The *Mach Alert* System design incorporates hardware, software, and system configurations that meet and exceed Public Safety standards for fire station alerting, NFPA 1221, NFPA 1710, and Monitoring for Integrity. *Mach Alert* has been designed to aid Dispatch Centers in meeting ISO requirements. Some key compliancy points are as follows:

- NFPA 1221-compliant for Emergency Services Communication Systems

    – Redundant dispatch circuits supported

    – Independent backup power sources

    – Unique alarms

System Description

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- Integrity monitoring
- Redundant communications links supported
- Designed to improve turnout times
- Independent dispatch voice circuit

- NFPA 1710-compliant for Organization and Deployment of Emergency Operations

Reliability

Understanding that reliability is of the utmost importance, the *Mach Alert* System design incorporates the following features to achieve this goal:

- *Mach Alert* utilizes Motorola's ACE3600, a proven high-performance Remote Terminal Unit (RTU) designed for industrial use
- NEMA-rated enclosures protect in-station hardware from damage
    - Locking doors and tamper detection switches standard
    - Upgraded enclosures available for outdoor use
- Redundant server components guard against failure
    - Dual power supplies
    - RAID 1 hard drive configuration
- Internal battery backup for Station Controller and Alerting Interface Controller
- Separate voice and data links
- Redundant communications prevent single points of network failure
    - Alerts are sent over both links simultaneously
- Automatic alert retry in case of transmission failure

Multiple Levels of System Redundancy

If the proposed Fire Station Alerting System Architecture is NFPA1221 compliant, the *Mach Alert* FSA system offers multiple levels of system redundancy:

- If the CAD system should fail, the FSA Server provides the means for manually alerting the stations.
- If the FSA Server should fail, the CAD system with alert the stations directly via the Alerting Interface Controller (AIC).
- If the AIC should fail, the CAD system will alert the stations via the FSA Server (over IP only).
- Redundant communications links to each station (radio and IP) for station alerting.
- Redundant hard drives in the FSA Server.
- Remote access for station alerting from a secondary location or a command vehicle, for example.
- Integrated backup battery for the AIC and Station Controllers (SCs).
- If redundant FSA Servers and AICs are provided, then full *Mach Alert* dispatch hardware redundancy is achieved. If one of the FSA Servers should fail, the other automatically takes over. If one of the AICs should fail, the other AIC automatically takes over.
- If the CAD system should fail, a manual means of alerting stations is provided.

System Description

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Section 2
Equipment List

QTY	DESCRIPTION
1	ACE 3600 MAIN MODEL
1	ASSY,OPTN,ADD: ACE3600 CPU3680
1	ASSY,OPTN,ADD: AC PWR PS 100-240 V W-- BAT CHGR
1	6.5 AH BACKUP BATTERY
1	PLUG-IN ETHERNET 10--100 M PORT
1	BRACKETS FOR 19 RACK MOUNTING
1	AUXILIARY CHASSIS
1	ALT: SOURCING IL
1	ADD: AC PWR CBL 0 I--O SLT
1	ASSY,OPTN,INT: ACE 3600_ PS BLANK_MDL
1	0 I--O SLOTS FRAME
1	WALL MOUNT BRACKET FOR 0 I--O
3	ACE 3600 MAIN MODEL
3	ASSY,OPTN,ADD: ACE3600 CPU3680
3	3 I--O SLOTS FRAME
3	38 X 38 CM METAL CHASSIS
3	ASSY,OPTN,ADD: AC PWR PS 100-240 V W-- BAT CHGR
3	6.5 AH BACKUP BATTERY
3	PLUG-IN RS-232 PORT
3	32 DO -- DI FET
6	BLANK MODULE
3	40 WIRE CABLE W-- TB HOLDER 3 M
3	ALT: SOURCING IL
3	ASSY,OPTN,ADD: AC PWR CBL
3	ASSY,OPTN,INT: ACE 3600_ PS BLANK_MDL
1	AIC - ALERTING INTERFACE CONTROLLER LESS ACE3600
1	MACH ALERT RACKMOUNT SERVER HARDWARE FOR UP TO 128 STATIONS
3	ENHANCED STATION CONTROLLER ASSEMBLY LESS ACE3600
1	AIC-128 SOFTWARE
1	MACH ALERT PRIMARY SOFTWARE LICENSE UP TO 10 STATIONS

QTY	DESCRIPTION
3	MACH ALERT CLIENT LICENSE FOR UP TO 10 STATIONS
3	STATION CONTROLLER SOFTWARE LICENSE
1	NETWORK EQUIPMENT,TTS MODULE
1	STANDARD MIXER
1	12/24 V CONVERTER
1	120V SURGE PROTECTOR
1	8 PORT SWITCH
3	ADD TURNOUT TIMER FUNCTION TO SC
5	TURNOUT TIMER DISPLAY
10	IDB MODULE
1	8 PORT SWITCH
3	IDB ENHANCED SOFTWARE LICENSE
1	Z2 G9 MINI WORKSTATION

Equipment List

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Section 3

Statement of Work

Motorola is proposing the installation and configuration of the following equipment at the specified locations.

It is understood that this SOW may be revised during contract negotiations or during the Detailed Design Review (DDR), and through any other Change Orders that may occur during the execution of the project.

3.1   Detailed Design Review

A Detailed Design Review (DDR) will be performed to review and finalize City requirements, Statement of Work, System Architecture Diagram, and Product List & Pricing.

Motorola Responsibilities:

1. Coordinate and schedule a Kickoff Meeting with City, Motorola, and Mach Alert.
2. Run the Kickoff Meeting and record and distribute meeting minutes.
3. Attend any required site walks.

3.2   Installation

City Responsibilities:

1. Provide secure, climate-controlled staging and storage space for all FSA equipment.
2. Provide the equipment rack to house the FSA Server and AIC if space on an existing City rack is not available.
3. Coordinate the real estate to mount each SC and any other station-specific equipment.
4. Finalize the installation plan for each SC and any other station-specific equipment.

Motorola Installation Responsibilities:

1. AIC Controller at Dispatch Location
2. Three Mach Alert station controllers at the three fire station locations
3. Five Mach Alert turn out timers at designated locations
4. Nine Incident Display Boards at designated locations

3.3   On-site Functional Testing

After all equipment has been installed in the Dispatch Center (or wherever the FSA Server and AIC are located), these units can be verified and made operational (but not "live" yet). Once all equipment in a station has also been installed, those units can also be verified and made operational (but not "live" yet). Once the FSA Server and AIC, and at least one SC, are operational, the communications interface

(Ethernet and radio) between them can be verified. This process should continue until all stations are made operational. Then, system testing can be performed.

Motorola Responsibilities:

1. Prepare documentation of Unit Functional Tests and System Functional Test to be delivered as part of the final documentation package.
2. For each unit:
   A. QC proper installation and termination by the Mach Alert and/or Motorola-supplied electrical contractor/installer.
   B. Verify that equipment is operating properly and that electrical and signal levels are set accurately.
   C. Re-perform each Factory Test Unit Functional Test Procedure.
   D. Document each field-verified Unit Functional Test Checklist.
   E. Record Unit pass/fail on the Unit Functional Test Checklist.
   F. Correct deficiencies and re-test, as necessary.
3. For the system:
   A. Verify communication interfaces between devices for proper operation.
   B. Assist with Browser Client support to Dispatch Positions.
   C. Re-perform the System Functional Test Procedure.
   D. Document the System Functional Test Checklist.
   E. Record pass/fail on the System Functional Test Checklist.
   F. Correct deficiencies and re-test, as necessary.
4. Provide CAD API (Motorola Fire Dispatch Protocol v7.35) to interface with the existing CAD Server.
5. Provide services for the Integration with the existing CAD Server

3.4 Training

Motorola Responsibilities:

1. Finalize training schedules purchased as part of this project with City Project Manager.
2. Set up the training classes outlined in the Training Plan.
   A. On-site Dispatch Operator training
      i. One day course (4 hours), 10 attendees maximum. On-site classroom to be provided by the City.
   B. On-site Technical Training
      i. One day course (4 hours), 10 attendees maximum. On-site classroom to be provided by the City.

Statement of Work

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3.5 Cutover and Final System Acceptance Testing (FSAT)

Motorola Responsibilities:

1. Create a punch list of items based on City input for completion prior to the FSAT.
2. Resolve punch list items that are related to the Motorola scope of work.
3. Work with City to ensure that all stations are ready and understand the cutover plan implications for the end users and verify that information has been distributed to those users.
4. During cutover, ensure that the written plan is followed and implement contingencies as required.
5. Present System Acceptance Test Plan Results to the City.
6. Obtain City concurrence and signoff of System Acceptance Test Plan Results.

3.6 Project Close Out

Motorola Responsibilities:

1. Review post-project City support plan.
2. Finalize all documentation and provide an electronic as-built manual, in PDF format, on CD which will include the following:
   A. System-Level Diagram
   B. Station Controller As-built Diagrams
   C. Equipment Inventory List
   D. Product data sheets
   E. Product manuals

3.7 Assumptions

Motorola has made several assumptions in preparing this proposal, which are noted below. To provide a firm quote Motorola will need to verify all assumptions or seek alternates if any are invalid.

- All existing sites or equipment locations will have sufficient space available for the system described as required/specified by R56 - Standards and Guidelines for Communication Sites.
- All existing sites or equipment locations will have adequate electrical power in the proper phase and voltage, appropriate internet access, and site grounding to support the requirements of the system described.
- Any site/location upgrades or modifications are the responsibility of the City.
- Approved Local, State, or Federal permits as may be required for the installation and operation of the proposed equipment are the responsibility of the City.
- Any required system interconnections not specifically outlined here will be provided by City. These may include dedicated phone circuits, microwave links, or other types of connectivity.
- The City will provide 3 Harris Voice Radios

Statement of Work

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- The City will be responsible to enlist the services of the existing CAD vendor for their side of the API to integrate to Mach Alert

Statement of Work

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Section 4
Warranty & Maintenance Plan

Motorola warrants Mach Alert FSA System equipment and software are free from defects for a period of eighteen (18) months from date of shipment from the Mach Alert facility or twelve (12) months from City system acceptance, whichever is earlier.

Upon expiration of the warranty period, extended maintenance and remote technical support are included for years 2-4. This includes equipment maintenance and remote technical support for the Mach Alert system. In the event onsite support is needed, a customer quote for onsite services will be provided.

Warranty & Maintenance Plan

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Section 5

Pricing Summary

Description	Price ($)
Equipment, Implementation, & Maintenance Services	$323,601
Sourcewell Contract Discount	$13,808
Total System to include Implementation & Maintenance	**$309,793**

This proposal is subject to the terms and conditions of Motorola Solutions Sourcewell contract *042021-MOT* and this pricing is valid through November 15, 2024.

Payment Milestones

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

System Purchase

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

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

Section 6
Contractual Documentation

The Contractual Documentation is included on the page that follows.

MOTOROLA SOLUTIONS

Communications System and Services Agreement

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

WHEREAS, Customer desires to purchase from Motorola and Motorola desires to sell to Customer certain Motorola radio communications equipment and services; and

WHEREAS, Sourcewell ("Sourcewell"), a State of Minnesota local government agency and service cooperative offering cooperative procurement solutions to government entities that access Sourcewell's cooperative purchasing contracts ("Participating Entities"); and

WHEREAS, on July 4, 2021, Sourcewell and Motorola entered into a contract identified as 042021-MOT, (the "Contract"), which provides that Participating Entities (including Customer) may purchase radio communications equipment from Motorola pursuant to certain terms contained therein; and

WHEREAS, pursuant to Article 6.B of the Contract, Motorola and Customer now wish to enter into this Agreement to delineate the specific terms of the purchase of radio communications equipment and services 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   "Payment"
Exhibit C   Motorola Proposal dated 9/13/2024
Exhibit D   "System Acceptance Certificate"
Exhibit E   Maintenance, Support and Lifecycle Management Agreement

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

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

Section 2   DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

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

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

Contractual Documentation

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

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

"Confidential Information" means all information consistent with the fulfillment of this Agreement 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. The nature and existence of this Agreement are considered Confidential Information. Confidential Information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

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

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

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

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

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

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

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

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

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

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

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

Contractual Documentation   **MOTOROLA** SOLUTIONS

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"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 https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf describing the specific technical support that will be provided to Customers under the Warranty Period and during any paid maintenance support period for Motorola Software. This policy may be modified from time to time at Motorola's discretion.

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

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

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

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

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

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

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

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

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

Section 3   SCOPE OF AGREEMENT AND TERM

3.1.   SCOPE OF WORK. Motorola will provide, install and test the System(s), and perform its other contractual responsibilities to provide the Solution, all in accordance with this Agreement. Customer will perform its contractual

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responsibilities in accordance with this Agreement.

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

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

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

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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 https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf and will be sent by mail, email or fax to Customer upon written request. Maintenance Services and support during the Warranty Period are included in the Contract Price. Unless already included in the Contract Price, if Customer wishes to purchase 1) additional maintenance or software support services during the Warranty Period; or 2) continue or expand maintenance, software support, installation, and/or SUA services after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document.   Unless otherwise agreed by the parties in writing, the terms and conditions in this Agreement applicable to maintenance, support, installation, and/or SUA Services, will be included in the Maintenance and Support Addendum, SUA Addendum, the applicable Statements of Work, and the proposal, (if applicable). These collective terms will govern the provision of such Services.

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

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

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

4.5.   TOOLS. All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of providing Services under this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Upon termination of the contract for any reason, Customer shall return to Motorola all equipment delivered to Customer.

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

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be modified as necessary to conform to applicable law.

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

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

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

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

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

Section 5   PERFORMANCE SCHEDULE

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

Section 6   CONTRACT PRICE, PAYMENT AND INVOICING

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

6.2.   CONTRACT PRICE. The Contract Price in U.S. dollars is $___$309,793.00 with extended maintenance, which includes the Sourcewell administrative fee. Motorola will pay Sourcewell's administrative fee in accordance with the payment terms of the Motorola/Sourcewell Contract dated July 4, 2021. If applicable, a pricing summary is included with the Payment schedule in Exhibit B. Motorola has priced the Services, Software, and Equipment as an integrated System. A change in Software or Equipment quantities, or Services, may affect the overall Contract Price, including discounts if applicable. Fees for professional, SUA, and/or subscription services which are not included in the Contract Price may be listed in Exhibit B, the pricing pages of the proposal, or the applicable Addendum.

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6.3.   INVOICING AND PAYMENT. Motorola will submit invoices to Customer according to the Payment schedule in Exhibit B. Invoices will be mailed or emailed to Customer pursuant to Section 6.5, Invoicing and Shipping Addresses. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola is 36-1115800.

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

6.5.   INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address:
Name____ Accounts Payable Attn: Chief Hennessey_____
Address:65 Stone Street Cocoa Fl 32922_____
Phone: 321-433-8833_____

E-INVOICE. To receive invoices via email:
Customer Account Number:3010404069_____
Customer Accounts Payable Email: accountspayable@cocoafl.gov _____
Customer CC(optional) Email: tbonadio@cocoafl.gov___dhennessey@cocoafl.gov_____

The address which is the ultimate destination where the Equipment will be delivered to Customer is:
Name: Chief Hennessey_____
Address:__ 1740 Dixon Ave Cocoa FL 32922_____

The Equipment will be shipped to the Customer at the following address (insert if this information is known):
Name: Chief Hennessey_____
Address:___ 1740 Dixon Ave Cocoa FL 32922_____
Phone:___ 321-616-3688_____
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

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

Section 8   TRAINING

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

Section 9   SYSTEM ACCEPTANCE

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

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

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

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

Section 10   REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

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

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

Section 11   DELAYS

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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 with authority to settle the Dispute.

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

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

Section 13   DEFAULT AND TERMINATION

13.1.   DEFAULT BY A PARTY. If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the

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default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.

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

Section 14   INDEMNIFICATION

14.1.   GENERAL INDEMNITY BY Motorola. Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, or cause of action arising from any third party claim 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 third-party claim or suit. Customer will cooperate with Motorola in its defense or settlement of such 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, or cause of action arising from any third party claim 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 third-party claim or suit. Motorola will cooperate with Customer in its defense or settlement of such 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

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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.

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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. Additionally, the Recipient may disclose Confidential Information to the extent required by a judicial or legislative order or proceeding, or by any applicable federal or state open records act or freedom of information act requirements provided that it gives the Discloser prompt prior notice of the intended disclosure and an opportunity to respond or object to the disclosure, if permissible.

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

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

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

16.4 DATA AND FEEDBACK.

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

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

16.4.3 Any Feedback given by Customer is and will be entirely voluntary and, even if designated as confidential, will not create any confidentiality obligation for Motorola. Motorola will be free to use, reproduce, license or otherwise distribute and exploit the Feedback without any obligation to Customer. Customer acknowledges that Motorola's receipt of the Feedback does not imply or create recognition by Motorola of either the novelty or originality of any idea. The parties further agree that all fixes, modifications and improvements made to Motorola products or services

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conceived of or made by Motorola that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements to the Motorola product or service will vest solely in Motorola.

Section 17   GENERAL

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

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

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.

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

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

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

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

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

17.13.   ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this

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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: _____

Title: _____

Date: _____

Customer: City of Cocoa, FL

By: _____

Name: _____

Title: _____

Date: _____

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Exhibit A

MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and City of Cocoa, FL ("Licensee").

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

Section 1   DEFINITIONS

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

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

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

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

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

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

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

Section 2   SCOPE

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

Section 3   GRANT OF LICENSE

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

3.2.   If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the

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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,

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

Section 6   LIMITED WARRANTY; DISCLAIMER OF WARRANTY

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

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

6.3.   Warranty claims are described in the Primary Agreement.

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

Section 7   TRANSFERS

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

Section 8   TERM AND TERMINATION

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

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

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

Section 9   Commercial Computer Software

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

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

Section 10   CONFIDENTIALITY

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

Section 11   LIMITATION OF LIABILITY

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

Section 12   NOTICES

Notices are described in the Primary Agreement.

Section 13   GENERAL

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

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

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

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

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

13.6.   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.

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Exhibit B

PAYMENT

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

System Purchase (excluding Subscribers, if applicable)

1. **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.

Levels	Resource Types			
	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.

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EXHIBIT C

Motorola Proposal Dated September 13, 2024

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

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

Customer Representative: Motorola Representative:

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

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Exhibit E

MAINTENANCE, SUPPORT AND LIFECYCLE MANAGEMENT ADDENDUM

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

1.   DEFINITIONS

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

"MUA" means Microwave Upgrade Agreement (MUA).

"NUA" means Network Upgrade Agreement (NUA).

"SUA" or "SUA II" means Motorola's Software Upgrade Agreement program for Motorola's P25 radio system.

2.   SCOPE

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

3.   TERMS AND CONDITIONS

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

3.1   <u>MAINTENANCE AND SUPPORT SERVICES</u>

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

3.1.2   START DATE. The "Start Date" for Maintenance and Support Services will be indicated in the proposal or a cover page entitled "Service Agreement".

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

3.1.4   TERMINATION. Written notice of intent to terminate must be provided thirty (30) days or more prior to the anniversary date. If Motorola provides Services after the termination or expiration of this Addendum, the terms and conditions in effect at the time of termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

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

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

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

3.1.8   EQUIPMENT CONDITION. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Addendum. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay maintenance and support fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically maintained for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to maintain that Equipment.

3.1.9   EQUIPMENT FAILURE. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Addendum and applicable SOW.

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

3.1.11 EXCLUDED SERVICES.

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

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

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

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

3.2   **LIFECYCLE MANAGEMENT SERVICES**

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

3.2.2   The term of this Addendum is 1 year warranty + 3 Years Extended Maintenance, commencing 12 months after warranty period. Date TBD at time of sale. The Extended Maintenance Price for the 3 years of services is $ 44,649.00, excluding applicable sales or use taxes but including discounts as more fully set forth in the pricing pages. Because the Lifecycle Management is a subscription service as more fully described in the applicable Lifecycle Management Statement of Work, payment from Customer is due in advance and will not be in accordance with any Payment Milestone Schedule.

3.2.3   The System upgrade will be scheduled during the subscription period and will be performed

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

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

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

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

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

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

c)   Unless specifically included in this Addendum or the Lifecycle Management Statement of Work, Lifecycle Management services exclude items that are consumed in the normal operation of the Equipment; accessories; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

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

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

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4.   PAYMENT

4.1 Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and the Customer must pay each invoice in U.S. dollars within thirty (30) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

4.2 INFLATION ADJUSTMENT. For multi-year agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%.   All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

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

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