



DeWight Dopslauf, C.P.M., CPPO
Harris County Purchasing Agent

October 28, 2020

	YES	NO	ABSTAIN
Judge Lina Hidalgo	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Steve Radack	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. R. Jack Cagle	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Commissioners Court
Harris County, Texas

RE: Sole Source Exemption - Local Government Code § 262.204 (a)(7)

Members of Commissioners Court:

Please approve a sole source exemption from the competitive bid requirements and the attached Order authorizing the County Judge to execute the attached Agreement for the following:

Description: System Enhancement and Upgrade for the Texas Wide Area Radio Network (TxWARN) Astro P25 System for Harris County Universal Services - Technology

Vendor(s): Motorola Solutions, Inc.

Term: November 10, 2020 - November 09, 2021 with four (4) one-year renewal options

Amount: \$2,072,160

Reviewed By: • Harris County Purchasing • Universal Services - Technology

The Office of the Harris County Purchasing Agent has confirmed the sole source exemption. Purchase order(s) will be issued upon Commissioners Court approval.

Sincerely,



DeWight Dopslauf
Purchasing Agent

JR
Attachment(s)
cc: Vendor(s)

Presented to Commissioners Court

November 10, 2020

Approve: E/G
Recorded Vol 322 Page 646-
648

FOR INCLUSION ON COMMISSIONERS COURT AGENDA NOVEMBER 10, 2020

Software Upgrade Agreement II ("SUAII") Purchase Agreement

Motorola Solutions, Inc. ("Motorola") and Harris County, Texas ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the Products 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:

Section 1 EXHIBITS

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

Exhibit A	Motorola "Software License Agreement"
Exhibit B	SUA II Statement of Work
Exhibit C	Pricing

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

"Confidential Information" means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. Confidential Information does not include any information that: is or becomes publicly known through no wrongful act of the receiving Party; is already known to the receiving Party without restriction when it is disclosed; is or becomes, rightfully and without breach of this Agreement, in the receiving Party's possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this Agreement; or is explicitly approved for release by written authorization of the disclosing Party.

"Effective Date" means that date upon which Harris County executes this Agreement.

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

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

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

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

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

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

"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.

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

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

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

Section 3 ACCEPTANCE

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. The term of this Agreement begins on the Effective Date.

Section 4 SCOPE OF AGREEMENT AND TERM

4.1. **SCOPE OF WORK.** Motorola will provide the Services described in this Agreement and Exhibit B.

CHANGE ORDERS. The County may request changes within the general scope of this Agreement. If the change will result in an increase or decrease in the Contract Price or time required to perform this Agreement, an amendment shall be executed detailing the change specifications, and the adjustment to the Contract Price, Performance Schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written change order and/or amendment. Motorola understands and agrees that any amendment to this Agreement resulting in an increase in the Contract Price is subject to the availability and certification of funds and approval by the Harris County Commissioners Court.

4.2 **TERM.** Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement is one year, commencing on approval of Commissioners Court. The Parties shall have the option to renew these terms for up to four one-year renewal periods (each a "Renewal Term") upon written acceptance by both Motorola Solutions, Inc. and Harris County, Texas.

4.3. **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.

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

4.4. **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.

4.5. **NON-MOTOROLA SOFTWARE.** Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software. All Open Source Software is licensed to Customer in accordance with, and Customer agrees to abide by, the provisions of the standard license of the copyright owner and not the Software License Agreement. Upon request by Customer, Motorola will use commercially reasonable efforts to determine whether any Open Source Software will be provided under this Agreement; and if so, identify the Open Source Software and provide to Customer a copy of the applicable standard license (or specify where that license may be found); and provide to Customer a copy of the Open Source Software

source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable)

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

4.7. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment to which the Services apply, which will be memorialized as a new Exhibit D.

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

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

4.10. 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 Agreement.

Section 5 EXCLUDED SERVICES

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

5.2 Unless specifically included in this 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.

Section 6 TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs Service at Customer's location, Customer will provide Motorola, at no charge, a 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 Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for 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 its Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7 CONTRACT PRICE, PAYMENT AND INVOICING

7.1 Customer affirms that execution of this Agreement is the only Notice to Proceed ("NTP") that Motorola will receive for the term of this Agreement and that a purchase order or NTP is not required for contract performance and that sufficient funds have been appropriated in accordance with applicable law. Customer will pay all proper invoices as received from Motorola solely against this Agreement. Upon execution of this Agreement, Customer will provide all necessary reference information to include on invoices for payment per this Agreement.

7.2 CONTRACT PRICE. The Contract Price in U.S. dollars is \$2,072,159.55. Contract Price includes the Equipment, Software and Services provided under this Agreement and as defined in the Exhibits, excluding applicable sales or similar taxes and freight charges. Any change to the quantities or scope defined in the Exhibits may affect the overall Contract Price. Pricing for each additional year will be provided to Harris County, Texas by Motorola prior to expiration of existing year's agreement.

7.3. INVOICING AND PAYMENT. Notwithstanding any language found in the exhibits, Motorola understands and agrees that, in accordance with the Texas Constitution, the County is prohibited from paying Motorola in advance for any of the Services or deliverables. Motorola shall submit invoices to the County. Each invoice shall be in a form acceptable to the County Auditor and shall include such detail of the services and deliverables as may be requested by the County Auditor for verification purposes in accordance with the agreed upon pricing. The invoices shall, at a minimum and as applicable, include a description of the deliverables, services, the name and classification of the person(s) performing the service(s), the day(s) and the time(s) that each person performed the services, the Equipment and Software installed, and the total amount billed for the services, Equipment and Software. After receipt of an invoice, the County shall review and approve it with such modifications as may be deemed appropriate, and then forward, with any modifications, to the County Auditor for payment. The County shall pay each invoice as approved by the County Auditor in accordance with the laws of the State of Texas.

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 Customer's reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800.

7.3.1. INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address: Harris County Auditor, 1001 Preston 8th Floor, Houston, Texas 77002 Attn: Accounts Payable or VENDORINVOICES@HCTX.NET

Name _____
Address: _____
Phone _____

E-INVOICE. To receive invoices via email:

Customer Account Number: 1011281871

Customer Accounts Payable Email: VENDORINVOICES@HCTX.NET

Customer CC(optional) Email: _____

The address which is the ultimate destination where the Equipment will be delivered to Customer is:

Name _____
Address: _____

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

Name _____
Address: _____
Phone _____

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

7.4 LIMIT OF APPROPRIATION - GRANT AWARD. It is expressly understood and agreed that the County has available the total maximum sum of funds certified available by the Harris County Auditor as evidenced by the issuance of a Purchase Order by the Harris County Purchasing Agent are the sole funds available for the purpose of satisfying the County's obligations under the terms and provisions of the Agreement. Motorola further understands and agrees that payment for the Services under this Agreement shall be made from Grant Funds awarded to the County for the term of the Agreement. It is expressly understood and agreed that the County shall rely solely on Grant Funds under the Grant awarded to the County with which to pay its obligations for the Services provided under this Agreement. The County shall not be liable under any circumstances or any interpretations hereof for any costs to be paid under the Grant Funds until the Grant Funds are actually received by the County, and then only to the extent that such monies are actually received and certified available for the Agreement by the Purchase Order.

In order to be eligible for payments under the Grant, Motorola agrees to comply with all of the applicable terms and requirements of the Grant as provided by the County.

Motorola agrees that the Grant Funds awarded to the County are the exclusive funding of this Amendment; therefore, all references in the Agreement of any remedial payments or any additional charges, or future payments, or payments of any kind including, but not limited to all references wherever found to fees, charges, claims, damages, change orders, additional costs, or any language of any kind that would increase the amount the County would pay for the Services are hereby deleted.

The Parties agree that the County is prohibited from paying Motorola in advance pursuant to the Texas Constitution; therefore, any references to advance payments in the Agreement are hereby deleted.

The Parties understand that certain payment obligations created by this Agreement are conditioned upon the availability of third-party funds (e.g., federal funds awarded to the State or County) and appropriated for the payment of such obligations under the Grant. In the event these funds are discontinued or reduced during the term of the Agreement, the County shall not be liable for payment of any funds above the actual Grant Funds or the County receives or the County funds certified available below. The issuance of a Purchase Order by the County will be evidence that the funds have been received and certified available for this Agreement. If the Parties are unable to renegotiate the Agreement upon mutually acceptable terms, Motorola's sole and exclusive remedy shall be to terminate the Agreement. The County obligation to make any payments under the Agreement is limited to the amount of the Grant Funds.

Motorola understands and agrees, said understanding and agreement being also being of the absolute essence of this contract, that the total maximum compensation that Motorola may become entitled to hereunder and the total maximum sum that the County shall become liable to pay to Motorola hereunder shall not under any conditions, circumstances, or interpretations thereof exceed the sum of Two Million Seventy Two Thousand, One Hundred Fifty Nine Dollars and Fifty Five Cents (\$2,072,159.55) in Grants Funds which are currently available, certified available by the County Auditor as evidenced by the issuance of a Purchase Order by the Harris County Purchasing Agent.

Motorola understands and agrees that it shall not proceed with any Services until it receives written authorization from the County to begin. If at any time during the course of the term, Motorola knows that the funds available will not cover the cost of the Services, Motorola shall notify the County immediately.

Motorola understands any Services performed prior to the issuance of a Purchase Order are at Motorola's expense and Motorola cannot seek reimbursement.

The County may request additional services and equipment when funds become available which will be evidenced by a written amendment.

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

Section 8 WARRANTY

SERVICE WARRANTY. Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service.

8.1. **EQUIPMENT WARRANTY.** Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship for a period of ninety (90) days from the date of shipment.

8.2. **MOTOROLA SOFTWARE WARRANTY.** Unless otherwise stated in the Software License Agreement, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section 8 that are applicable to the Motorola Software for a period of ninety (90) days from the date of successful installation of a software upgrade as described in Exhibit B-1.

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

8.4. **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 warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. That action will be the full extent of Motorola's liability for the warranty claim. 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.

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

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

Section 9 DEFAULT AND TERMINATION

9.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty

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

9.2. If a defaulting Party fails to cure the default as provided above in Section 9.1, 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.

9.3 Blank Intentionally

9.4. Blank Intentionally

Section 10 EXCLUSIVE TERMS AND CONDITIONS

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

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

Section 11 CONFIDENTIALITY AND PROPRIETARY RIGHTS

11.1. **CONFIDENTIAL INFORMATION.** During the term of this Agreement, the parties may provide each other with Confidential Information, and will notify the other in writing when any confidential information is provided. Each party will: maintain the confidentiality of the other Party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing Party in writing or as required by a court of competent jurisdiction; restrict disclosure of the Confidential Information to its employees who have a "need to know" and not copy or reproduce the Confidential Information; take necessary and appropriate precautions to guard the confidentiality of the Confidential Information, including informing its employees who handle the Confidential Information that it is confidential and is not to be disclosed to others, but these precautions will be at least the same degree of care that the receiving Party applies to its own confidential information and will not be less than reasonable care; and use the Confidential Information only in furtherance of the performance of this Agreement. Confidential Information is and will at all times remain the property of the disclosing Party, and not grant of any proprietary rights in the Confidential Information is given or intended, including any express or implied license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by Texas law and this Agreement.

11.2. **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.

11.3 **TEXAS PUBLIC INFORMATION ACT.** The Parties expressly acknowledge that the Agreement is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 et seq., as amended (the "Act").

Motorola agrees that to the extent, if any, that any provision of the Agreement is in conflict with the Act, the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that the County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Act to any software, or any part thereof, or other information, items or data furnished to the County, whether or not the same are available to the public. It is further understood that the County, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that the County, its officers and employees shall have no liability or obligations to Motorola for the disclosure to the public, or to any person or persons, of any software, or a part thereof, or other information, items or data furnished to the County in reliance on any advice, decision or opinion of the Attorney General of the State of Texas.

In the event the County receives a written request for information pursuant to the Act that affects Motorola's rights, title to, or interest in any software, or a part thereof, or other information, items or data furnished to the County by Motorola under the Agreement, then the County will promptly notify Motorola of such request. Motorola may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Act. Motorola must send its comments and information to the Attorney General within the time period prescribed by the Act.

Electronic Mail Addresses. Motorola affirmatively consents to the disclosure of its e-mail addresses that are provided to the County, including any agency or department of the County. This consent is intended to comply with the requirements of the Act, and shall survive termination of this Agreement. This consent shall apply to e-mail addresses provided by Motorola and agents acting on behalf of Contractor and shall apply to any e-mail address provided in any form for any reason whether related to this Agreement or otherwise.

Section 12 INDEMNIFICATION

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

12.2. **PATENT AND COPYRIGHT INFRINGEMENT.**

12.2.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") 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.

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

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

12.2.4. This Section 12 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 12 are subject to and limited by the restrictions set forth in Section 13.

Section 13 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 latest annual amount invoiced for the SUA II period of coverage with respect to which losses or damages are claimed. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, 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 14 FCC LICENSES AND OTHER AUTHORIZATIONS

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

Section 15 DISPUTES

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

15.1. **GOVERNING LAW.** This Agreement is governed by the laws of the State in which the Services are performed.

15.2. **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. The parties agree that no provision of this agreement extends the County's liability beyond the liability provided in the Texas Constitutions and the law of the State of Texas.

15.3. **LITIGATION, VENUE and JURISDICTION.** Neither the execution of the Agreement nor any other conduct of either Party relating to the Agreement shall be considered a waiver by County of any right, defense, or immunity under the Texas Constitution or the laws of the State of Texas. The forum for any action under or related to the Agreement is exclusively in a state or federal court of competent jurisdiction in Texas. The exclusive venue for any action under or related to the Agreement is in a state or federal court of competent jurisdiction in Houston, Harris County, Texas. This Agreement is subject to, and each Party shall comply with, all applicable federal, state, and local laws. The County does not agree to binding mediation or arbitration, nor does the County waive its right to a jury trial.

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

Section 16 GENERAL

16.1. **TAXES.** The County is a governmental entity under TEX. TAX CODE ANN. § 151.309, as amended and claims exemption from sales and use taxes. The County agrees to provide exemption certificates to Motorola upon request. The County is neither liable for any personal property taxes, charges, or fees assessed against Motorola nor obligated to reimburse Motorola for any taxes, charges, or fees assessed against Motorola for the goods or supplies provided or any services rendered under the Agreement. Any language in the Agreement in conflict with this section is hereby deleted.

16.2. **ASSIGNABILITY AND SUBCONTRACTING.** Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. 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.

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

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

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

IN THE EVENT THAT ANY STATE OR FEDERAL AGENCY, OR COURT OF COMPETENT JURISDICTION DETERMINES THAT MOTOROLA IS NOT AN INDEPENDENT CONTRACTOR, MOTOROLA AGREES TO INDEMNIFY AND HOLD HARMLESS THE COUNTY FOR ANY AND ALL DAMAGES, PENALTIES, ASSESSMENTS, TAXES, OR EXPENSES THAT MAY BE INCURRED BY THE COUNTY AS A RESULT OF THIS DETERMINATION.

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

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

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

Motorola Solutions, Inc.
Attn: Motorola Law Dept
Legal, Government Affairs & Corporate Communications
500 W Monroe, 43rd Floor
Chicago, IL 60661

Customer: Central Technology Services
406 Caroline
Houston, TX 77002
Copy to: Harris County Purchasing
1001 Preston, Suite 670
Houston, TX 77002
Attn: Juanita Ruffin

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

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

16.11. MATERIALS, TOOLS AND EQUIPMENT. All tools, equipment, dies, gauges, models, drawings or other materials paid for and utilized by Motorola for the purpose of 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 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.

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

16.13. 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.

16.14. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 4.3 (Motorola Software); Section 4.4 (Non-Motorola Software); if any payment obligations exist, Section 7 (Contract Price and Payment); Subsection 8.7 (Disclaimer of Implied Warranties); Section 11 (Disputes); Section 14 (Limitation of Liability); and Section 11 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 16.

16.15 COMPLIANCE AND STANDARDS

A) Motorola represents and warrants that it is capable and willing to provide the Services called for in the Agreement, and agrees to render the Services in accordance with the generally accepted standards applicable to the Services. Motorola shall use that degree of care and skill commensurate with the profession to comply with all applicable federal, state, and local laws, ordinances, rules, and regulations relating to the Services and Motorola's performance to be rendered hereunder. Motorola represents that Motorola and its personnel are fully qualified to perform the Services described in this Agreement.

B) Motorola agrees to keep confidential the contents of all its discussions with County officials. Motorola agrees to keep confidential the contents of all County records and all other information obtained during Motorola's performance of the Services under this Agreement. Motorola shall not release any confidential information unless the County, in writing, authorizes the Motorola to release specific information to any third parties.

C) Motorola shall not access any information it is not authorized to receive, nor shall Motorola copy, recreate, or use any proprietary information or Documents obtained in connection with this Agreement other than for the performance of this Agreement.

D) Motorola warrants and represents that it is not in breach of any other contract, obligation or covenant that would affect Motorola's ability to perform hereunder and, as a result of entering into this Agreement, will not breach any such contract, obligation, or covenant.

E) Motorola warrants and represents that it is registered with the Texas Secretary of State to transact business in Texas, and is current on all state and local fees and taxes, including but not limited to Franchise Account Status of "in good standing" with the Texas Comptroller of Public Accounts.

F) Motorola warrants and represents that neither it, nor any of its principals or other affiliated entities, owe any debts to Harris County, including, but not limited to delinquent taxes, court judgments, tickets, tolls, fees, or fines. Taxes are deemed delinquent on the date certain as specified by the Harris County Tax Office. For the purposes of this Agreement, a court judgment is not required for delinquent taxes to be considered a debt.

G) Conflict of Interest: Motorola warrants and represents to the County that it does not have nor shall it knowingly acquire any interest that would conflict in any manner with the performance of its obligations under this Agreement. Furthermore, Motorola warrants that no company or person, other than a bona fide employee, has been employed to solicit or secure this subcontract with County, and that Motorola has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this provision, the County shall have the right to terminate the Agreement without liability or in its discretion to deduct from the Agreement amount, or otherwise recover, the full amount of such fee, commission, brokerage fee, gift, or contingent fee.

H) Lobbying: Motorola shall not use County funds to directly or indirectly pay any person for influencing or attempting to influence any public employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract. Pursuant to 31 U.S.C.A. § 1352 (2003), if at any time during the Agreement term funding to Motorola exceeds \$100,000.00, Motorola shall file with the County the Federal Standard Form LLL titled "Disclosure Form to Report Lobbying."

I) No Federal Exclusion: Motorola warrants and represents that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any Federal programs, including but not limited to the following: Department of Health and Human Services (DHHS), Office of Inspector General (OIG) - List of Excluded Individuals & Entities (LEIE); U.S. General Services Administration (GSA) - Excluded Parties List System (EPLS); All States (50) Health & Human Services Commission Medicaid OIG Sanction List; Government Terrorist Watch List (OFAC / Patriot Act); Department of Commerce, Bureau of Industry and Security, Denied Persons List; and Department of Homeland Security, Immigration and Customs Enforcement (ICE) Most Wanted. Motorola must immediately notify the County of any such exclusion or suspension. Motorola warrants and represents that it is in good standing with all State and Federal agencies that have a contracting or regulatory relationship with the County. Motorola warrants and represents that no person who has an ownership or controlling interest in Motorola's business or who is an agent or managing employee of Motorola has been convicted of a criminal offense related to involvement in any federal program.

J) Contractor and any Personnel providing Services under this Agreement agree to comply with all state, local, and federal laws including, but not limited to Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., ("Title VI") and the Omnibus Crime Control and Safe Streets Act, as amended, 42 U.S.C. § 3789d(c), (the "Safe Streets Act").

K) Contractor shall provide any Service under this Agreement in compliance with Americans with Disabilities Act, 42 U.S.C. § 12132, and the regulations promulgated there under.

L) Contractor shall adhere to all OSHA recommended guidelines for safety.

M) Whistleblower Protection Act: Contractor understands and agrees that this Agreement and employees working on this Agreement, including but not limited to any Personnel, will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908. Contractor shall inform its employees, and any Personnel, in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation. The Contractor shall insert the substance of this clause, paragraph N ("Whistleblower Protection Act"), in all subcontracts providing Services under this Agreement.

N) County and its designee shall have the right to conduct examinations, studies and audits of the services, payments, and efficiencies provided under this Agreement and County may make such examinations, studies, and audits at any time whether before or after payment. Motorola shall cooperate with such examinations, studies, and audits and provide County with such records, data, documents, including all of Motorola's backup and support data for billings, and Motorola shall provide access to such records, data, documents and personnel as are requested by County or the County Auditor. All payments made by County are subject to re-evaluation and refund or withholding of future payments conditioned on the results of the audit. Notwithstanding the foregoing, in no circumstances will Motorola be required to create or maintain documents not kept in the ordinary course of Motorola's business operations, nor will Motorola be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary to Motorola. This section shall survive termination of this Agreement.

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

Motorola Solutions, Inc.

Customer

By: 4. C. C.
Name: Clay Cassard
Title: Territory Vice President
Date: 10/12/20

By: [Signature]
Name: Lina Hidalgo
Title: County Judge
Date: November 10, 2020

By: [Signature]
T. Scott Petty
Asst. County Attorney
C.A. File 20GEN2828

Exhibit A
Motorola Software License Agreement

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and Harris County, Texas ("Licensee").

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

Section 1 DEFINITIONS

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

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

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

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

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

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

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

Section 2 SCOPE

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

Section 3 GRANT OF LICENSE

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

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

and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

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

Section 4 LIMITATIONS ON USE

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

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

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

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

Section 5 OWNERSHIP AND TITLE

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

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

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

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

6.3. Warranty claims are described in the Primary Agreement.

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

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola's

FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

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

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

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

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.

EXHIBIT B

STATEMENT OF WORK

ASTRO 25 SYSTEM UPGRADE AGREEMENT II (SUA II)

1. Description of Service and Obligations

1. As system releases become available, Motorola agrees to provide the Customer with the software, hardware and implementation services required to execute up to one system infrastructure upgrade in a two-year period for their ASTRO 25 system.
2. The Customer has, at its option, the choice of upgrading in either Year 1 or Year 2 of the coverage period. To be eligible for the recurring ASTRO 25 SUA II, the ASTRO 25 system must be in the Standard Support Period.
3. ASTRO 25 system releases are intended to improve the system functionality and operation from previous releases and may include some minor feature enhancements. At Motorola's option, system releases may also include significant new feature enhancements that Motorola may offer for purchase. System release software and hardware shall be pre-tested and certified in Motorola's Systems Integration Test lab.
4. The price quoted for the SUA II requires the Customer to choose a certified system upgrade path from the system release upgrade chart referenced in Appendix A. Should the Customer elect an upgrade path other than one listed in Appendix A, the Customer agrees that additional costs will be incurred to complete the implementation of the system upgrade. In this case, Motorola agrees to provide a price quotation for any additional materials and services necessary.
5. ASTRO 25 SUA II entitles a Customer to past software versions for the purpose of downgrading product software to a compatible release version.
6. The following ASTRO 25 certified system release software for the following products are covered under this ASTRO 25 SUA II:
 1. Servers
 2. Workstations
 3. Firewalls
 4. Routers
 5. LAN switches
 6. MCC 7XXX Dispatch Consoles
 7. GTR8000 Base Stations
 8. GCP8000 Site Controllers
 9. GCM8000 Comparators
 10. Motorola Solutions Logging Interface Equipment
 11. PBX switches for Telephone Interconnect

12. NICE and Verint Logging Solutions (if purchased)

7. Motorola will provide certified hardware version updates and/or replacements necessary to upgrade the system with an equivalent level of functionality up to once in a two-year period. Hardware will be upgraded and/or replaced if required to maintain the existing features and functionality. Any updates to hardware versions and/or replacement hardware required to support new features or those not specifically required to maintain existing functionality are not included. Unless otherwise stated, platform migrations such as, but not limited to, stations, consoles, backhaul, network changes and additions, and managed services are not included.

8. The following hardware components, if originally provided by Motorola, are eligible for full product replacement when necessary per the system release upgrade :

1. Servers
2. Workstations
3. CommandCentral AXS Hub
4. Routers
5. LAN Switches

9. The following hardware components, if originally provided by Motorola, are eligible for board-level replacement when necessary per the system release upgrade. A “board-level replacement” is defined as any Field Replaceable Unit (“FRU”) for the products listed below:

1. GTR 8000 Base Stations
2. GCP 8000 Site Controllers
3. GCM 8000 Comparators
4. MCC 7XXX Dispatch Consoles

10. ASTRO 25 SUA II makes available the subscriber radio software releases that are shipping from the factory during the SUA II coverage period. New subscriber radio options and features not previously purchased by the Customer are excluded from ASTRO 25 SUA II coverage. Additionally, subscriber software installation and reprogramming are excluded from the ASTRO 25 SUA II coverage.

11. The ASTRO 25 SUA II does not cover all products. Refer to section 3.0 for exclusions and limitations.

12. Motorola will provide implementation services necessary to upgrade the system to a future system release with an equivalent level of functionality up to once in a two-year period. Any implementation services that are not directly required to support the certified system upgrade are not included. Unless otherwise stated, implementation services necessary for system expansions, platform migrations, and/or new features or functionality that are implemented concurrently with the certified system upgrade are not included.

13. As system releases become available, Motorola will provide up to once in a two-year period the following software design and technical resources necessary to complete system release upgrades:

1. Review infrastructure system audit data as needed.

2. Identify additional system equipment needed to implement a system release, if applicable.
 3. Complete a proposal defining the system release, equipment requirements, installation plan, and impact to system users.
 4. Advise Customer of probable impact to system users during the actual field upgrade implementation.
 5. Program management support required to perform the certified system upgrade.
 6. Field installation labor required to perform the certified system upgrade.
 7. Upgrade operations engineering labor required to perform the certified system upgrade.
14. ASTRO 25 SUA II pricing is based on the system configuration outlined in Appendix C. This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require an ASTRO 25 SUA II price adjustment.
15. The ASTRO 25 SUA II applies only to system release upgrades within the ASTRO 25 7.x platform.
16. Motorola will issue Software Maintenance Agreement (“SMA”) bulletins on an annual basis and post them in soft copy on a designated extranet site for Customer access. Standard and optional features for a given ASTRO 25 system release are listed in the SMA bulletin.

2. Upgrade Elements and Corresponding Party Responsibilities

1. Upgrade Planning and Preparation: All items listed in this section are to be completed at least 6 months prior to a scheduled upgrade.
 1. Motorola responsibilities
 1. Obtain and review infrastructure system audit data as needed.
 2. Identify the backlog accumulation of security patches and antivirus updates needed to implement a system release. If applicable, provide a quote for the necessary labor, security patches and antivirus updates.
 3. If applicable, identify additional system hardware needed to implement a system release and if the customer has added hardware that is not covered under this agreement.
 4. Complete a proposal defining the system release, equipment requirements, installation plan, and impact to system users.
 5. Advise Customer of probable impact to system users during the actual field upgrade implementation.
 6. Inform Customer of high speed internet connection requirements.
 7. Assign program management support required to perform the certified system upgrade.
 8. Assign field installation labor required to perform the certified system upgrade.
 9. Assign upgrade operations engineering labor required to perform the certified system upgrade.

10. Deliver release impact and change management training to the primary zone core owners, outlining the changes to their system as a result of the upgrade path elected. This training needs to be completed at least 12 weeks prior to the scheduled upgrade. This training will not be provided separately for user agencies who reside on a zone core owned by another entity. Unless specifically stated in this document, Motorola will provide this training only once per system.

2. Customer responsibilities

1. Contact Motorola to schedule and engage the appropriate Motorola resources for a system release upgrade.
2. Purchase the security patches, antivirus updates and the labor necessary to address any security updates backlog accumulation identified in Section 2.1.1.2, if applicable. Unless otherwise agreed in writing between Motorola and Customer, the installation and implementation of accumulated backlog security patches and network updates is the responsibility of the Customer.
3. Provide high-speed internet connectivity at the zone core site(s) for use by Motorola to perform remote upgrades and diagnostics. High-speed internet connectivity must be provided at least 12 weeks prior to the scheduled upgrade. In the event access to a high-speed connection is unavailable, Customer may be billed additional costs to execute the system release upgrade.
4. Assist in site walks of the system during the system audit when necessary.
5. Provide a list of any FRUs and/or spare hardware to be included in the system release upgrade when applicable.
6. Purchase any additional software and hardware necessary to implement optional system release features or system expansions.
7. Provide or purchase labor to implement optional system release features or system expansions.
8. Participate in release impact training at least 12 weeks prior to the scheduled upgrade. This applies only to primary zone core owners. It is the zone core owner's responsibility to contact and include any user agencies that need to be trained or to act as a training agency for those users not included.

2. System Readiness Checkpoint: All items listed in this section must be completed at least 30 days prior to a scheduled upgrade.

1. Motorola responsibilities

1. Perform appropriate system backups.
2. Work with the Customer to validate that all system maintenance is current.
3. Work with the Customer to validate that all available security patches and antivirus updates have been updated on the customer's system.
 1. Motorola reserves the right to charge the Customer for the security patches, antivirus updates and the labor necessary to address any security updates backlog accumulation, in the event

that these are not completed by the Customer at the System Readiness Checkpoint.

2. Customer responsibilities
 1. Validate system maintenance is current.
 2. Validate that all available security patches and antivirus updates to their system have been completed or contract Motorola to complete in time for the System Readiness Checkpoint.
3. System Upgrade
 1. Motorola responsibilities
 1. Perform system infrastructure upgrade in accordance with the system elements outlined in this SOW.
 2. Customer responsibilities
 1. Inform system users of software upgrade plans and scheduled system downtime.
 2. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide software upgrade services.
4. Upgrade Completion
 1. Motorola responsibilities
 1. Validate all certified system upgrade deliverables are complete as contractually required.
 2. Deliver post upgrade implementation training to the customer as needed, up to once per system.
 3. Obtain upgrade completion sign off from the customer.
 2. Customer Responsibilities
 1. Cooperate with Motorola in efforts to complete any post upgrade punch list items as needed.
 2. Cooperate with Motorola to provide relevant post upgrade implementation training as needed. This applies only to primary zone core owners. It is the zone core owner's responsibility to contact and include any user agencies that need to be trained or to act as a training agency for those users not included.
 3. Provide Motorola with upgrade completion sign off.

3. Exclusions and Limitations

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

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

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

3. ASTRO 25 SUA II does not cover any hardware or software supplied to the Customer when purchased directly from a third party, unless specifically included in this SOW.

4. ASTRO 25 SUA II services do not include repair or replacement of hardware or software that is necessary due to defects that are not corrected by the system release, nor does it include repair or replacement of defects resulting from any nonstandard, improper use or conditions; or from unauthorized installation of software.

5. ASTRO 25 SUA II does not cover or include deliverables included with the Security Update Service. This means that the SUA II does not include software support for virus attacks or other applications that are not part of the ASTRO 25 system or unauthorized modifications or other misuse of the covered software. Motorola is not responsible for management of anti-virus or other security applications, unless specifically contracted..

6. ASTRO 25 SUA II does not cover the labor or materials associated with the backlog accumulation of security patches or antivirus updates. Additional fees may apply as outlined in Section 2.1.1.2.

7. At the time of upgrade, Motorola will provide the latest applicable software, patches and antivirus updates when and if available, as a part of the system release upgrade. The security patches and antivirus updates delivered as part of this upgrade are intended to bring the system current in all respects but does not imply that the customer is eligible for ongoing security patching. The upgrade may include 3rd party SW such as Microsoft Windows and Server OS, Red Hat Linux, and any Motorola software service packs that may be available. Motorola will only provide patch releases that have been analyzed, pre-tested, and certified in a dedicated ASTRO 25 test lab to ensure that they are compatible and do not interfere with the ASTRO 25 network functionality.

8. Upgrades for equipment add-ons or expansions during the term of this ASTRO 25 SUA II are not included in the coverage of this SOW unless otherwise agreed to in writing by Motorola.

4. Special provisions

1. Customer acknowledges that if the System has a Special Product Feature, that it may be overwritten by the software update. Upon request, Motorola will determine whether a Special Product Feature can be incorporated into a system release and whether additional engineering effort is required. If additional engineering is required Motorola will issue a change order for the change in scope and associated increase in the price for the ASTRO 25 SUA II.
2. Customer will only use the software (including any System Releases) in accordance with the applicable Software License Agreement.
3. ASTRO 25 SUA II coverage and the parties' responsibilities described in this Statement of Work will automatically terminate if Motorola no longer supports the ASTRO 25 7.x software version in the Customer's system or discontinues the ASTRO 25 SUA II program; in either case, Motorola will refund to Customer any prepaid fees for ASTRO 25 SUA II services applicable to the terminated period.
4. If Customer chooses to not have Motorola apply the security patches and antivirus updates as described in 2.1.1.2 and this delays or postpones the system software update, Motorola reserves the right to charge the Customer a fee equivalent to the costs incurred by the Motorola Solutions Upgrade Operations Team for the unplanned and additional time on site. Any additional fees to be provided in a quote or other writing.
5. If Customer cancels a scheduled upgrade within less than 12 weeks of the scheduled on site date, Motorola reserves the right to charge the Customer a cancellation fee equivalent to the cost of the pre-planning efforts completed by the Motorola Solutions Upgrade Operations Team.
6. The SUA II annualized price is based on the fulfillment of the two year term. If Customer terminates, except if Motorola is the defaulting party, Customer will be required to pay for the balance of payments owed if a system release upgrade has been taken prior to the point of termination.

Appendix A – ASTRO 25 System Release Upgrade Paths

ASTRO System Release	Certified Upgrade Paths
Pre-7.15	Release in the Standard Support Period
7.15	7.17.X*
7.16	7.18
7.17.X*	A2019.2, A2020.1
7.18	A2021.1

* Includes planned incremental releases

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

Appendix B – High-Speed Connectivity Specifications

Connectivity Requirements

- The minimum supported link between the core and the zone is a full T1
- Any link must realize a sustained transfer rate of 175 kBps / 1.4 Mbps or better, bidirectional
- Interzone links must be fully operational when present
- Link reliability must satisfy these minimum QoS levels:
 - Port availability must meet or exceed 99.9% (three nines)
 - Round trip network delay must be 100 ms or less between the core and satellite (North America) and 400 ms or less for international links
 - Packet loss shall be no greater than 0.3%
 - Network jitter shall be no greater than 2 ms

Appendix C - System Pricing Configuration

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

Master Site Configuration	
# of Master Sites	2
# of DSR Sites	2
System Level Features	
ISSI 8000 / CSSI 8000 - Total # of Servers (2 if redundant and/or DSR)	2
MOSCAD NFM RTU (typically 1 per site location)	65
MOSCAD NFM / SDM Clients	0
Network Management Clients	22
Unified Network Services (UNS) ex: POP25, Presence Notifier, Text Messaging, Outdoor Location, KMF/OTAR	1
Telephone Interconnect	0
InfoVista - Transport Network Performance Service (One per system)	0
Security Configuration	
Firewalls	21
Intrusion Detection Sensor (IDS)	0
Centralized Event Logging (SysLog)	1
Zone Core Protection (ZCP)	0
Radio Authentication	1
RF Site Configuration	
# of RF Sites	0
Simulcast Prime Sites (including co-located/redundant)	15
RF Sites (includes Simulcast sub-sites, ASR sites, HPD sites)	84
GTR 8000 Base Stations	903
HPD Base Stations	0
QUANTAR Base Stations	0
STR 3000 Base Stations	0
SmartX Site Converters	0
Dispatch Site Configuration	
# of Dispatch Sites	54
Gold Elite Consoles	0
MCC7500 Dispatch Consoles	96
MCC7100 Dispatch Consoles	4
MIP 5000 Dispatch Consoles	0
AIS	7
Third Party Elements	
NICE Logging recorders (IP, Telephony, or Analog)	5
Verint Logging recorders (IP, Telephony, or Analog)	0
MACH Alert FSA	0
Genesis Applications	0



500 W Monroe Street
Chicago, IL 60661
(888) 325-9336

SERVICE AGREEMENT

Quote Number : QUOTE-1289984
Contract Number: USC000101714
Contract Modifier: R03-JUN-2001:03:47

Date: 06/03/2020

Company Name: HARRIS COUNTY AUDITORS OFFICE
Attn: Accounts Payable
Billing Address: 1001 PRESTON AVE STE 800
City, State, Zip: HOUSTON , TX, 77002
Customer Contact: Robert Howard
Phone: 713-274-8804

Required P.O. :
Customer # : 1011281871
Bill to Tag # :
Contract Start Date : 01-Oct-2020
Contract End Date : 30-Sep-2021
Anniversary Day : Sep 30th
Payment Cycle : ANNUALLY
PO # : TBD

Qty	Service Name	Service Description	Extended Amt
	SVC02SVC0201A	ASTRO SUA II UO IMPLEMENTATION SERVICES	\$128,537.46
	SVC02SVC0344A	RELEASE IMPLEMENTATION TRAINING	\$8,532.90
	SVC02SVC0343A	RELEASE IMPACT TRAINING	\$2,825.11
	SVC02SVC0735A	SUA REGIONAL ADDER	\$701,973.33
	SVC04SVC0169A	SYSTEM UPGRADE AGREEMENT II	\$1,098,295.56
	SVC02SVC0433A	ASTRO SUA II FIELD IMPLEMENTATN SVC	\$131,995.19
		Subtotal - Recurring Services	\$172,679.96
		Subtotal - One-Time Event Services	\$0.00
		Total	\$172,679.96
			\$2072159.55
THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA			

SPECIAL INSTRUCTIONS:

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE

TITLE

DATE

CUSTOMER (PRINT NAME)

SERVICE AGREEMENT

MOTOROL SOLUTIONS

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-1289984
Contract Number: USC000101714
Contract Modifier: R03-JUN-20 01:03:47


MOTOROLA REPRESENTATIVE(SIGNATURE)
Clay Cassara

MOTOROLA REPRESENTATIVE(PRINT NAME)

MSSSI Vice President
TITLE

6-30-20

DATE

512.924.3891
PHONE

Company Name : HARRIS COUNTY AUDITORS OFFICE
Contract Number : USC000101714
Contract Modifier : R03-JUN-20 01:03:47
Contract Start Date : 01-Oct-2020
Contract End Date : 30-Sep-2021

ORDER OF COMMISSIONERS COURT
Authorizing execution of Agreement

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on the 10th day of November, 2020 with all members present except none.

A quorum was present. Among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF AGREEMENT BETWEEN
HARRIS COUNTY AND MOTOROLA SOLUTIONS, INC.**

Commissioner Ellis introduced an order and moved that Commissioners Court adopt the order. Commissioner A. Garcia seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

Vote of the Court	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Judge Hidalgo	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Radack	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Cagle	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted follows:

IT IS ORDERED that County Judge Hidalgo be and is hereby authorized to execute for and on behalf of Harris County an agreement between Harris County and Motorola Solutions, Inc.; for system enhancement and upgrade for the Texas Wide Area Radio Network (TxWAN) Astro P25 System; for a not to exceed amount of Two Million Seventy-Two Thousand One Hundred Fifty-Nine and 55/Dollars (\$2,072,159.55); commencing upon approval by Commissioners Court and remaining in full force and for one (1) year, with four (4) additional one (1) year renewal periods, under the same terms and conditions of the Agreement; said Agreement being incorporated as though fully set forth herein word for word.

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.

Presented to Commissioners Court

November 10, 2020

Approve: E/G

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