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MOTOROLA SOLUTIONS

Motorola Solutions, Inc.
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Eden Prairie, MN 55344

Telephone: 1952-979-1400
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Sept 18, 2013

Sheriff Scott Turner
Aitkin County
217 2nd St NW
Aitkin, MN 56431

Subject: ARMER Local Enhancement Site Add

Dear Sheriff Turner:

Motorola Solutions Inc. is pleased to have the opportunity to provide Aitkin County with quality communications equipment and services. The Motorola project team has taken great care to provide a solution to address your needs and provide exceptional value.

Motorola's solution includes a combination of hardware, software, and services. Specifically, this solution is for the ARMER local Enhancement site at Great Rivers Energy Aitkin, MN location.

This proposal is subject to the terms and conditions of the enclosed Communication System Agreement (CSA), together with its Exhibits. This proposal shall remain valid until September 27th 2013. Aitkin County may accept the proposal by delivering to Motorola the CSA signed by Aitkin County. Alternatively, Motorola will be pleased to address any concerns Aitkin County may have regarding the proposal. Any questions can be directed to Chris Meier, Account Manager, at 612-581-7308.

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

Sincerely,

Motorola Solutions Inc.

A handwritten signature in cursive script that reads "Bob Schnese".

Bob Schnese
Area Sales Manager

Proposal For

Aitkin County, MN

Add GRE 5-Channel ASR Site Project

July 19, 2013

The design, technical, and cost information furnished with this proposal is to be considered proprietary information of Motorola Solutions, Inc. Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola, Inc.

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MOTOROLA SOLUTIONS

Motorola Solutions, Inc.
Government and Enterprise Mobility Solutions

Communications System Agreement

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

Section 1 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 E will be resolved in their listed order.

Exhibit A	Motorola "Software License Agreement"
Exhibit B	"Payment Schedule"
Exhibit C	"Technical and Implementation Documents"
C-1	"System Description" dated July 19, 2013
C-2	"Equipment List" dated July 19, 2013
C-3	"Statement of Work" dated July 19, 2013
C-4	"Acceptance Test Plan" or "ATP" (INTENTIONALLY LEFT BLANK)
C-5	"Performance Schedule" dated July 19, 2013
Exhibit D	Service Statement(s) of Work and "Service Terms and Conditions" (if applicable)
Exhibit E	"System Acceptance Certificate"

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

- 2.1. "Acceptance Tests" means those tests described in the Acceptance Test Plan.
- 2.2. "Administrative User Credentials" means an account that has total access over the operating system, files, end user accounts and passwords at either the System level or box level. Customer's personnel with access to the Administrative User Credentials may be referred to as the Administrative User.
- 2.3. "Beneficial Use" means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).
- 2.4. "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.
- 2.5. "Contract Price" means the price for the System, excluding applicable sales or similar taxes and freight charges.
- 2.6. "Effective Date" means that date upon which the last Party executes this Agreement.
- 2.7. "Equipment" means the equipment that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.

- 2.8. "Force Majeure" means an event, circumstance, or act of a third party that is beyond a Party's reasonable control (e.g., an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots).
- 2.9. "Infringement Claim" means a third party claim alleging that the Equipment manufactured by Motorola or the Motorola Software directly infringes a United States patent or copyright.
- 2.10. "Motorola Software" means Software that Motorola or its affiliated company owns.
- 2.11. "Non-Motorola Software" means Software that another party owns.
- 2.12. "Open Source Software" (also called "freeware" or "shareware") means software with either freely obtainable source code, license for modification, or permission for free distribution.
- 2.13. "Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.
- 2.14. "Software" means the Motorola Software and Non-Motorola Software, in object code format that is furnished with the System or Equipment.
- 2.15. "Specifications" means the functionality and performance requirements that are described in the Technical and Implementation Documents.
- 2.16. "Subsystem" means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical and Implementation Documents.
- 2.17. "System" means the Equipment, Software, and incidental hardware and materials that are combined together into an integrated system; the System is described in the Technical and Implementation Documents.
- 2.18. "System Acceptance" means the Acceptance Tests have been successfully completed.
- 2.19. "Warranty Period" means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first.

Section 3 SCOPE OF AGREEMENT AND TERM

- 3.1. **SCOPE OF WORK.** Motorola will provide, install and test the System, and perform its other contractual responsibilities, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.
- 3.2. **CHANGE ORDERS.** Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.
- 3.3. **TERM.** Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, whichever occurs last.
- 3.4. **ADDITIONAL EQUIPMENT OR SOFTWARE.** For three (3) years after the Effective Date, Customer may order additional Equipment or Software if it is then available. Each order must refer to this Agreement and must specify the pricing and delivery terms. Notwithstanding any additional or contrary

terms in the order, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within twenty (20) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through Motorola Online ("MOL"), and this Agreement will be the "Underlying Agreement" for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at <http://www.motorola.com/businessandgovernment/> and the MOL telephone number is (800) 814-0601.

3.5. **MAINTENANCE SERVICE.** During the Warranty Period, in addition to warranty services, Motorola will provide maintenance services for the Equipment and support for the Motorola Software pursuant to the Statement of Work set forth in Exhibit D. Those services and support are included in the Contract Price. If Customer wishes to purchase additional maintenance and support services for the Equipment during the Warranty Period, or any maintenance and support services for the Equipment either during the Warranty Period or after the Warranty Period, the description of and pricing for the services will be set forth in a separate document. If Customer wishes to purchase extended support for the Motorola Software after the Warranty Period, it may do so by ordering software subscription services. Unless otherwise agreed by the parties in writing, the terms and conditions applicable to those maintenance, support or software subscription services will be Motorola's standard Service Terms and Conditions, together with the appropriate statements of work.

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

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

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

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

payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

Section 4 PERFORMANCE SCHEDULE

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

Section 5 CONTRACT PRICE, PAYMENT AND INVOICING

5.1. **CONTRACT PRICE.** The Contract Price in U.S. dollars is_____. If applicable, a pricing summary is included with the Payment Schedule. Motorola has priced the services, Software, and Equipment as an integrated system. A reduction in Software or Equipment quantities, or services, may affect the overall Contract Price, including discounts if applicable.

5.2. **INVOICING AND PAYMENT.** Motorola will submit invoices to Customer according to the Payment Schedule. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within twenty (20) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800.

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

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

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

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

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

Section 6 SITES AND SITE CONDITIONS

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

6.2. **SITE CONDITIONS.** Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical

power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

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

Section 7 TRAINING

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

Section 8 SYSTEM ACCEPTANCE

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

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

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

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

Section 9 REPRESENTATIONS AND WARRANTIES

9.1. **SYSTEM FUNCTIONALITY.** Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever

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

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

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

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

9.5. **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.

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

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

Section 10 DELAYS

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

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

Section 11 DISPUTES

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

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

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

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

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

11.5. **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 12 DEFAULT AND TERMINATION

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

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

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

Section 13 INDEMNIFICATION

13.1. **GENERAL INDEMNITY BY MOTOROLA.** Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence 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 the 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.

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

13.3. PATENT AND COPYRIGHT INFRINGEMENT.

13.3.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

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

13.3.3. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to

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

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

Section 14 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or services 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 15 CONFIDENTIALITY AND PROPRIETARY RIGHTS

15.1. CONFIDENTIAL INFORMATION. During the term of this Agreement, the parties may provide each other with Confidential Information. 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 no 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 this Agreement.

15.2. PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS. Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola

does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

Section 16 GENERAL

16.1. **TAXES.** The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within twenty (20) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

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

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, each of which shall be an original and all of which shall constitute one and the same instrument. A facsimile copy or computer image, such as a PDF or tiff image, or a signature shall be treated as and shall have the same effect as an original signature. In addition, 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.	Customer
Attn: _____	Attn: _____
_____	_____
fax: (847) 576-XXXX	fax: _____

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

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

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

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

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

Motorola Solutions, Inc.

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A

SOFTWARE LICENSE AGREEMENT

This Exhibit A Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and Aitkin County, Minnesota ("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 Software and Documentation.

Section 3 GRANT OF LICENSE

3.1 Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, 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; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

Section 4 LIMITATIONS ON USE

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

4.2. Licensee will not, and will not allow or enable any third party 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. When using Motorola's Radio Service Software ("RSS"), Licensee must purchase a separate license for each location at which Licensee uses RSS. Licensee's use of RSS at a licensed location does not entitle Licensee to use or access RSS remotely. Licensee may make one copy of RSS for each licensed location. Licensee shall provide Motorola with a list of all locations at which Licensee uses or intends to use RSS upon Motorola's request.

4.5. 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. 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.

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 RSS and Motorola's

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

Section 8 TERM AND TERMINATION

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

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

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

Section 9 UNITED STATES GOVERNMENT LICENSING PROVISIONS

This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under Motorola's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

Section 10 CONFIDENTIALITY

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

Section 11 LIMITATION OF LIABILITY

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

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

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

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

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

13.4. **GOVERNING LAW.** This Agreement 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.

13.5. **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.

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

13.7. **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.

13.8. **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

PAYMENT SCHEDULE

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within twenty (20) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution and in accordance with the following milestones.

1. 25% of the Contract Price due upon contract execution;
2. 60% of the Contract Price due upon shipment of equipment;
3. 5% of the Contract Price due upon installation of equipment;
4. 5% of the Contract Price upon system acceptance or start of beneficial use; and
5. 5% of the Contract Price due upon Final Acceptance.

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

Exhibit C

TECHNICAL AND IMPLEMENTATION DOCUMENTS

Exhibit D
SERVICE STATEMENT(S) OF WORK
and
SERVICE TERMS AND CONDITIONS (IF APPLICABLE)

Exhibit E
System Acceptance Certificate

Customer Name: _____

Project Name: _____

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

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

Customer Representative:

Motorola Representative:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

FINAL PROJECT ACCEPTANCE:

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

Customer Representative:

Motorola Representative:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within twenty (20) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution and in accordance with the following milestones.

1. 25% of the Contract Price due upon contract execution;
2. 60% of the Contract Price due upon shipment of equipment;
3. 5% of the Contract Price due upon installation of equipment;
4. 5% of the Contract Price upon system acceptance or start of beneficial use; and
5. 5% of the Contract Price due upon Final Acceptance.

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



Exhibit B: Pricing Summary Aitkin County, MN - Add GRE 5-Channel ASR Site Project

Equipment Description	Sale Price
GRE ASR Site - Total GTR8000 Equipment Price :	\$ 152,599.00
<i>See Exhibit C-2 for a complete listing, but equipment price includes the following items:</i>	
<i>* (5) GTR8000 Simulcast stations in (1) Schroff cabinet</i>	
<i>* (1) Conventional Channel Gateway (CCGW)</i>	
<i>* (1) Antenna & Cable Monitor with DC Power Supply</i>	
<i>* (1) Control Monitoring Unit & Towntop Amplifier</i>	
<i>* (1) 90 A Battery & Battery Disconnect Panel</i>	
<i>plus the Services listed below. Year 2013 installation.</i>	
Project Services:	
Project Management:	\$ 19,798.00
Engineering:	\$ 11,171.00
System Technologist Site Programming & Optimization:	\$ 15,020.00
Subcontractor Installation & Cabling:	\$ 27,509.00
CCSI/Staging:	<i>Not Required</i>
Training:	<i>Not Required</i>
System Integration Services Total:	\$ 73,498.00
(See Below) 1st Year Warranty Services:	\$ 10,715.00
Performance Bond:	\$ 1,913.00
Freight:	\$ 88.00
AITKIN COUNTY GRE ASR SITE - GRAND TOTAL:	\$ 238,813.00

** NOTE 1: The Grand Total shown above does not include MN Sales Tax or any other applicable local, state or federal taxes.*

** NOTE 2: If a Performance Bond is not required, the price of the Performance Bond shown above may be deducted from the Grand Total shown above.*

1st YEAR WARRANTY SERVICES

- | | |
|--|--|
| <ul style="list-style-type: none"> * Technician Dispatch * On-Site Infrastructure Response (7x24x365) * Annual Preventative Maintenance Check | <ul style="list-style-type: none"> * Dial-In Technical Support * Infrastructure Repair w/ Advance Replacement * Site Monitoring |
|--|--|

The services shown above are included in the 1st Year Warranty and Granite Electronics, a local Motorola Service Provider (MSP), acceptable to ARMER/MnDOT, will be used in conjunction with Motorola's System Monitoring Center in Schaumburg, IL and our Field Service Organization and System Technologists.



Exhibit B: Pricing Summary
Aitkin County, MN - Add GRE 5-Channel ASR Site Project

POST-WARRANTY SERVICES: Annual Budgetary Pricing

Gary Ledin, Motorola's Customer Support Manager, will meet with the Aitkin County Project Director prior to the cut-over of the new 5-channel GTR8000 ASR site to discuss Motorola's Post-Warranty Services and pricing.

INFRASTRUCTURE SYSTEM DESCRIPTION

The ARMER regional 800 MHz Project 25 trunked radio system consists of multiple ASTRO25 radio subsystems, which are connected to form a single trunked radio network. This system complies with APCO Project 25 Phase I requirements. Overall control of the radio network is accomplished through the use of electronics distributed throughout the network. The master site equipment includes a SmartZone Controller, which is used to process all voice calls in the system. Master site equipment is currently installed at the Water's Edge site for Zone 1, Golden Valley site for Zone 2, Rochester site for Zone 3, St. Cloud site for Zone 4, Duluth for Zone 5, and Detroit Lakes for Zone 6. One Aitkin County standalone ASTRO25 repeater sites (ASR) has been included in this proposal with five (5) channels. The site will be located at the existing GRE site and will be connected to the Duluth master site (Zone 5). Zone 6 is made up of multiple subnetworks consisting of Simulcast radio systems and ASR sites.

Motorola offers Aitkin County a 5 channel ASR site located at the existing GRE VHF Paging Remote Site. In addition, Motorola shall include services and equipment required to reconfigure the Rochester Master Site to support this expansion. Site licensing for the ASR site has been included. Frequency licensing is the responsibility of the county. The proposed integrated system design is subject to approval by the Regional Advisory Committee (RAC), Statewide Radio Board (SRB) and Statewide Operations & Technical Committee (OTC). The approval of the SRB is required prior to integrating the GRE site into the ARMER 800 MHz Project 25 trunked radio system. The modifications required to expand the ARMER regional 800 MHz Project 25 Radio System are described in detail in the following sections.

SITE EXPANSION

1.1. FREQUENCY (RF) EQUIPMENT

The GRE site will be a five (5) channel 800MHz ASR site. The site will consist of (2) racks, one with five (5) GTRs, dual site controllers, combiner, one 800MHz Tx filter, and a receiver multicoupler. Another rack has been included in this proposal which will include the site router, switch, UPS, back up batteries, and an antenna control monitor. Aitkin County is responsible for the frequency licenses for the new ARMER channels.

1.2. ANTENNAS AND LINES

Antennas and lines for the new GRE site is the responsibility of the County as well as the TTA and two (2) Polyphaser lightning arrestors.

1.3. MICROWAVE

Microwave connectivity has not been included in this proposal. Motorola has assumed that a dedicated T1 path will be provided by the county from the GRE Site to Zone 5 located in Rochester.

Aitkin County is also responsible for the tower, shelter, and power located at the sites.

1.4. POWER

Motorola has assumed that the main power supply for the GTR Stations will be AC supplied by the county. Included in the proposal is a battery backup for the GTRs and a Battery Disconnect panel. Network equipment is also supplied as AC powered with a AC distribution panel located at the top of the network rack. The following table displays the AC power requirements for the site equipment.

<u>Equipment (Qty 1)</u>	<u>Watts</u>	<u>BTU/hr</u>
GTR 8000 (AC) Site Rptr	500	1700
Router	40	137.2
Switch	100	341
GCP 8000 (AC)	180	612

1.5. PERFORMANCE CONFIGURATION

The ARMER 800 MHz Project 25 trunked radio system is constructed so that:

In an ASR site, up to four of the repeaters may be configured as potential control channels. The actual number of control channels available for use depends on specific system installation and frequency reuse plan. While one repeater is being used as the active control channel, the remaining repeaters at the site are used as voice channels. Should the active control channel repeater fail, one of the remaining three potential control channel repeaters will automatically take over as the active control channel for the site.

The ASR site has hot-standby, redundant controllers, so that total failure of one unit will cause the standby unit to continue processing without interruption. A single link to the master SmartZone Controller is required. Should the site link fail, the site will independently continue service to the area, separate from the rest of the wide-area system. Dispatchers would require control stations or portable radios to continue fleet communications while in site trunking mode.

There are three levels of failure of an ASR site: site trunking, failsoft, or power down. If the link between the controllers and the SmartZone Master site is removed, the site will continue to operate in a trunked mode (site trunking) within the coverage area of the ASR site. However, the site will no longer be connected to the wide area system. Should there be a total failure of both the main and hot standby controllers, the controllers can be configured in one of two ways: failsoft mode or power down. If the controller is

configured to go into failsoft mode, then the site would revert to local conventional coverage. If the controller is configured to power down, then failure of both controllers will cause the site to power down. Subscriber units can be programmed to roam upon removal of their primary ASR sites.

1.6. SPARES

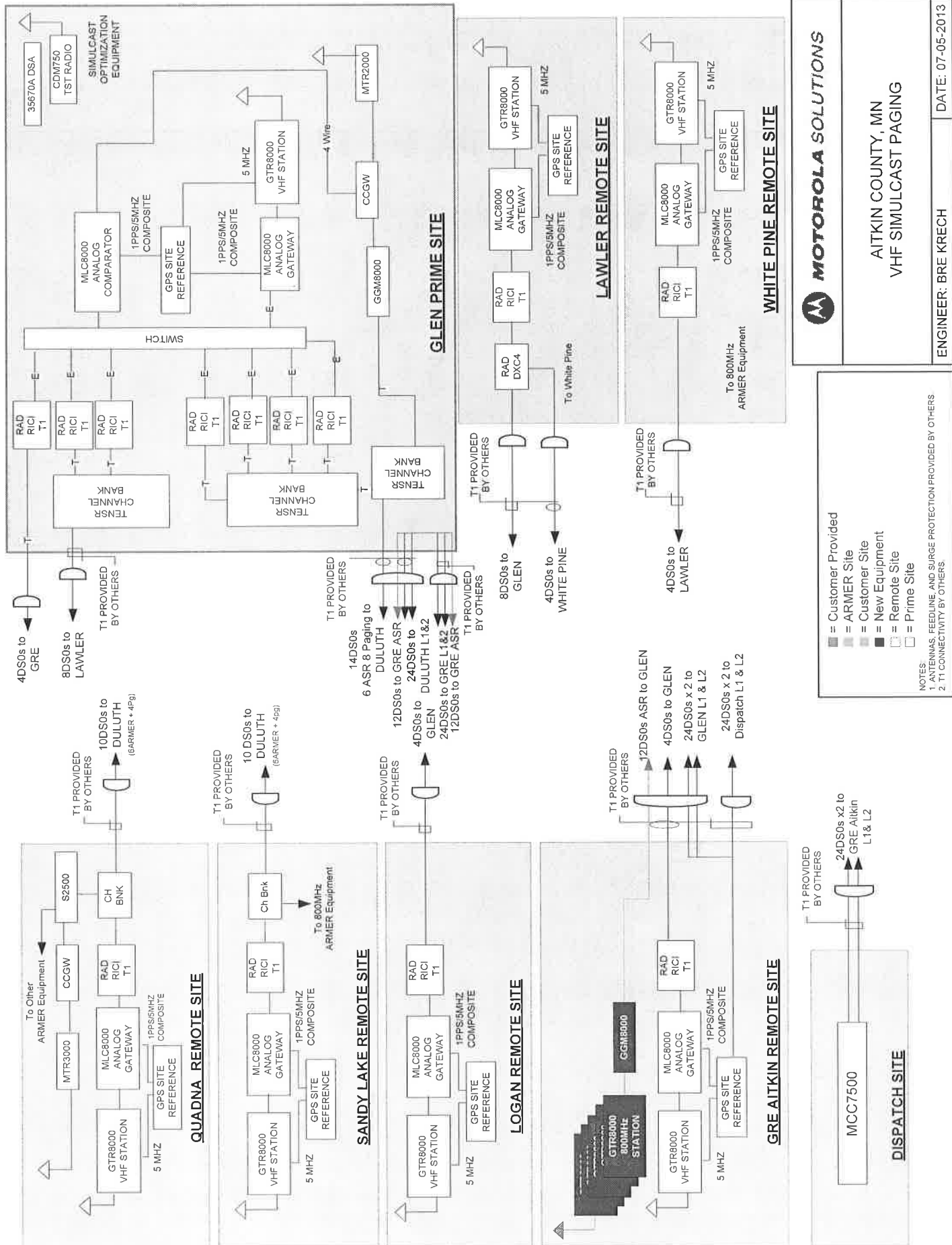
A set of typical ASR site spares have been included in this proposal. The spares include the following:

- 1 GGM8000 Site Router
- 1 700/800 GTR Rx Module
- 1 GTR Power Supply
- 1 Power Amplifier
- 1 Fan module
- 1 Option Card

Any additional spares not included can be purchased to fulfill specific county requirements if necessary.

1.7. SUMMARY

The GRE ASR Site that Motorola offers provides Aitkin County with enhanced coverage and channel capacity to fulfill their current expansion needs. In addition, it provides the County with interoperability with the current and future users of the ARMER 800 MHz Project 25 trunked radio system. The ASR site of five channels will provide the County with the system enhancements fulfilling their immediate and future needs.



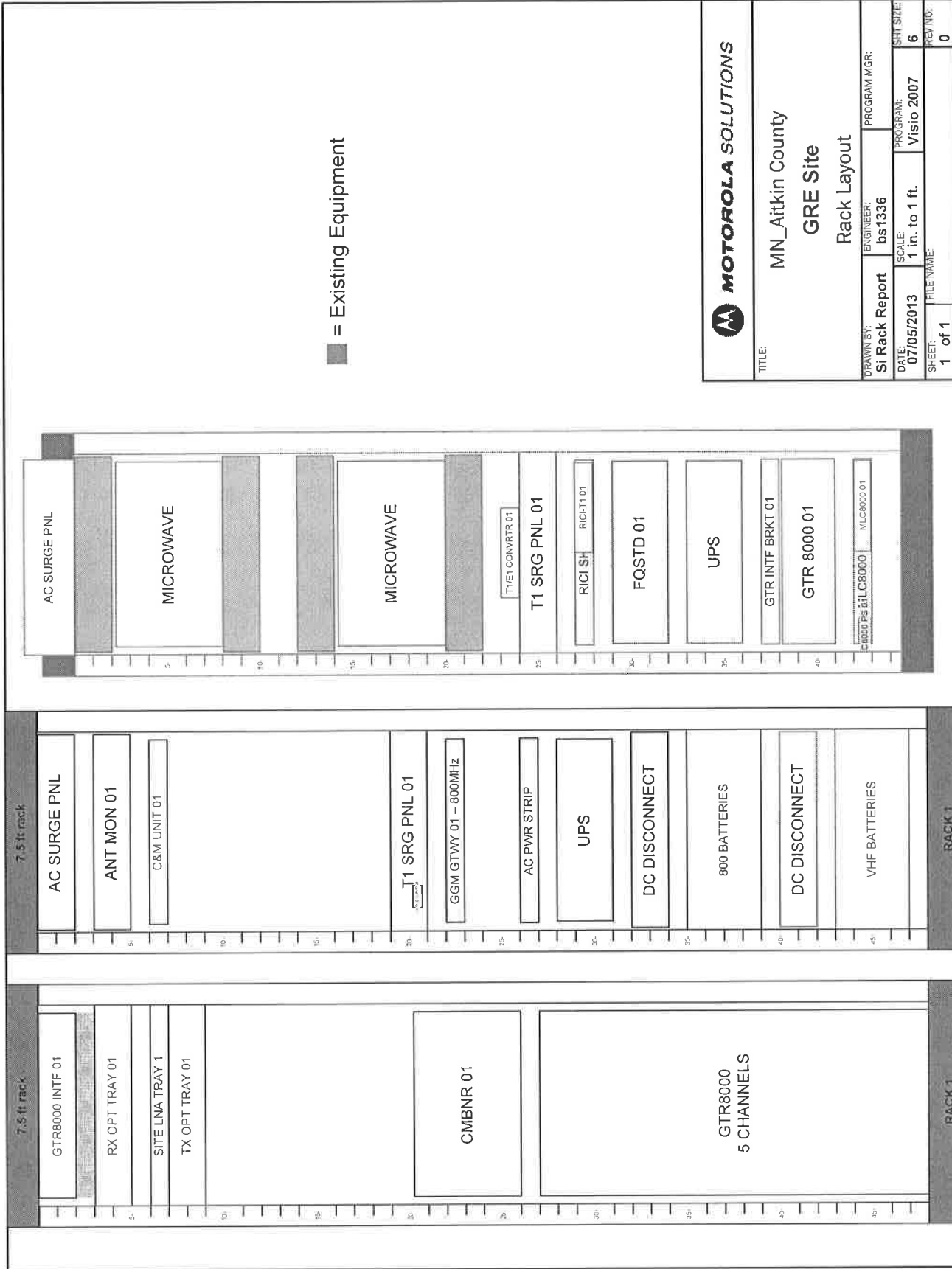
MOTOROLA SOLUTIONS

AITKIN COUNTY, MN
VHF SIMULCAST PAGING

ENGINEER: BRE KRECH

DATE: 07-05-2013

- NOTES:
 1. ANTENNAS, FEEDLINE, AND SURGE PROTECTION PROVIDED BY OTHERS.
 2. T1 CONNECTIVITY BY OTHERS
- = Customer Provided
 - ▒ = ARMER Site
 - = Customer Site
 - = New Equipment
 - = Remote Site
 - = Prime Site



■ = Existing Equipment



TITLE: MN_Aitkin County
GRE Site
 Rack Layout

DRAWN BY: Si Rack Report	ENGINEER: bs1336	PROGRAM MGR:
DATE: 07/05/2013	SCALE: 1 in. to 1 ft.	PROGRAM: Visio 2007
SHEET: 1 of 1	FILE NAME:	SRT SIZE: 6
		REV/NO: 0

RACK 1

RACK 1

Aitkin County, MN
Add GRE 5-Channel ASR Site Project

Exhibit C-2: Equipment List
July 19, 2013

Block	Item	Qty	Model Number	Description	Unit NUP Price	Extended NUP Price	APC	Disc.	Unit Bid Price	Extended Bid Price
5-CHANNEL ASR SITE NETWORK	1	1	SQM01SUM0205	GGM 8000 GATEWAY	\$ 4,200.00	\$ 4,200.00	147	10%	\$ 3,780.00	\$ 3,780.00
	1a	1	CA01616AA	ADD: AC POWER	\$ -	\$ -	147	10%	\$ -	\$ -
GTR8000	2	1	SQM01SUM7054	GTR 8000 EXPANDABLE SITE SUBSYSTEM	\$ 6,000.00	\$ 6,000.00	112	30%	\$ 4,200.00	\$ 4,200.00
GTR8000	2a	1	CA00855AA	ADD: 700/800 MHZ	\$ 6,300.00	\$ 6,300.00	112	30%	\$ 4,410.00	\$ 4,410.00
GTR8000	2b	1	X305AC	ADD: QTY (5) GTR 8000 BASE RADIOS	\$ 59,500.00	\$ 59,500.00	112	30%	\$ 41,650.00	\$ 41,650.00
GTR8000	2c	5	X591AE	ENH: ASTRO 25 SITE REPEATER SW	\$ 10,700.00	\$ 53,500.00	112	30%	\$ 7,490.00	\$ 37,450.00
GTR8000	2d	1	CA00861AA	ADD: CABINET RMC W/ CAPABILITY OF 6 BR5	\$ 700.00	\$ 700.00	112	30%	\$ 490.00	\$ 490.00
GTR8000	2e	1	CA00879AA	ADD: PRIMARY 6 PORT CAVITY COMBINER	\$ 8,400.00	\$ 8,400.00	112	30%	\$ 5,880.00	\$ 5,880.00
GTR8000	2f	1	CA00883AA	ADD: 800 MHZ TX FILTER W/PMU	\$ 1,000.00	\$ 1,000.00	112	30%	\$ 700.00	\$ 700.00
GTR8000	2g	2	CA00303AA	ADD: QTY (1) SITE CONTROLLER	\$ 5,000.00	\$ 10,000.00	112	30%	\$ 3,500.00	\$ 7,000.00
GTR8000	2h	2	CA02212AA	ASTRO 25 SITE REPEATER SITE CONTROLLER SOFTWARE ? VOICE ONLY	\$ 5,000.00	\$ 10,000.00	112	30%	\$ 3,500.00	\$ 7,000.00
GTR8000	2i	1	X88ZAH	ADD: 7.5 FT OPEN RACK, 48RU	\$ 495.00	\$ 495.00	112	30%	\$ 346.50	\$ 346.50
ACM	18	1	DSACMPANL2M2	ANTENNA AND CABLE MONITOR 500 W. 470-960 MHZ	\$ 621.00	\$ 621.00	207	10%	\$ 558.90	\$ 558.90
ACM	19	1	TRN7343	RACK PANEL, 19IN W/UNIV PS(100-240VAC, 50-60HZ)SUPPLIES 2 ACM'S(48 SEVEN AND A HALF FOOT RACK	\$ 495.00	\$ 495.00	509	30%	\$ 346.50	\$ 346.50
RACK	20	1	DSTSJ100BT	SPD. RJ-48 8 PIN, 10/100 BASE T TSJ PROTECTS/PASSES ON ALL 8 PIN	\$ 154.00	\$ 154.00	207	10%	\$ 138.60	\$ 138.60
RACK	21	1	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TSJ AND WPH SERIES DATA SPDS	\$ 88.00	\$ 88.00	207	10%	\$ 79.20	\$ 79.20
RACK	22	1	DS110110711	PDU, AC EDGE RACK MOUNT DISTRIBUTION PANEL, 120VAC 60A, 12-15A C	\$ 2,450.00	\$ 2,450.00	207	10%	\$ 2,205.00	\$ 2,205.00
RACK	23	1	BLN6200	AC POWER STRIP, 6 OUTLET	\$ 94.00	\$ 94.00	228	20%	\$ 75.20	\$ 75.20
SURGE	5	1	DSTSJ48CLT	SPD. RJ-45 OR HARDWIRE CONNECTED FOR T1/E1, PROTECTS 4 WIRES	\$ 120.00	\$ 120.00	207	10%	\$ 108.00	\$ 108.00
BATTERY	6	1	DSWI4GM90F	BATTERY, 48V, 90AH STRING	\$ 1,879.00	\$ 1,879.00	207	10%	\$ 1,691.10	\$ 1,691.10
BATTERY	7	1	DSP3RRBA03A	BATTERY TRAY, 19"W X 19"D	\$ 235.00	\$ 235.00	207	10%	\$ 212.00	\$ 212.00
BATTERY	8	1	DS504000	BATTERY DISCONNECT PANEL	\$ 233.00	\$ 233.00	207	10%	\$ 209.70	\$ 209.70
BATTERY	4	1	DGXRTR13502042	UPS, GXT3 RACKMT 1500VA/1350W, 42 MN RUN TIME	\$ 3,561.00	\$ 3,561.00	207	10%	\$ 3,204.90	\$ 3,204.90
LICENSE	17	1	SQM01SUM0239	MASTER SITE CONFIG UPGRADE	\$ -	\$ -	877	10%	\$ -	\$ -
LICENSE	17a	1	CA02106AA	ASTRO 25 FDMA VOICE SITE	\$ 17,000.00	\$ 17,000.00	877	20%	\$ 13,600.00	\$ 13,600.00
LICENSE	17b	1	CA00996AK	NM/ZC LICENSE KEY 7.13	\$ 1,000.00	\$ 1,000.00	877	20%	\$ 800.00	\$ 800.00
LICENSE	17c	1	CA00997AK	UCS LICENSE KEY 7.13	\$ 1,000.00	\$ 1,000.00	877	20%	\$ 800.00	\$ 800.00
SPARES	9	1	SQM01SUM0205	GGM 8000 GATEWAY	\$ 4,200.00	\$ 4,200.00	147	10%	\$ 3,780.00	\$ 3,780.00
SPARES	9a	1	CA01616AA	ADD: AC POWER	\$ -	\$ -	147	10%	\$ -	\$ -
SPARES	10	1	DLN6566	FRU: 700/800 MHZ XCVR	\$ 1,200.00	\$ 1,200.00	112	30%	\$ 840.00	\$ 840.00
SPARES	11	1	DLN6569	FRU: GCP 8000/GCM 8000	\$ 5,000.00	\$ 5,000.00	112	30%	\$ 3,500.00	\$ 3,500.00
SPARES	12	1	DLN6781	FRU POWER SUPPLY	\$ 2,200.00	\$ 2,200.00	112	30%	\$ 1,540.00	\$ 1,540.00
SPARES	13	1	DLN6567	FRU: 700/800 MHZ PA	\$ 1,200.00	\$ 1,200.00	112	30%	\$ 840.00	\$ 840.00
SPARES	14	1	DLN1338	FAN MODULE	\$ 206.00	\$ 206.00	112	30%	\$ 144.20	\$ 144.20
SPARES	15	1	DLN6709	GTR/GPW OPTION CARD	\$ 1,000.00	\$ 1,000.00	112	30%	\$ 700.00	\$ 700.00
SPARES	16	1	DLN1430	FRU: 700/800 MHZ XCVR W/ OPTION CARD	\$ 4,000.00	\$ 4,000.00	112	30%	\$ 2,800.00	\$ 2,800.00

GRE TOWER SITE EQUIPMENT TOTAL -

List Price: \$ 209,719.00 Bid Price: \$ 152,599.00

1. STATEMENT OF WORK

1.1 CONTRACT

1.1.1 Contract Award (Milestone)

1.1.2 The Customer and Motorola execute the contract and both parties receive all the necessary documentation.

1.1.3 Contract Administration

Performance Bond

Within fifteen (15) days of the Effective Date of the Communications System Agreement executed by Motorola and Customer, Motorola will furnish to the Customer, at the Customer's expense, a performance bond in the full amount of the Contract Price (excluding subscriber units, if any) as security for the faithful performance of Motorola's obligations under the Communications System Agreement. The bond shall be on a form acceptable to Motorola's surety company.

Motorola Responsibilities:

- ◆ Assign a Project Manager, as the single point of contact with authority to make project decisions.
- ◆ Assign resources necessary for project implementation.
- ◆ Set up the project in the Motorola information system.
- ◆ Schedule the project kick-off meeting with the Customer.

Customer Responsibilities:

- ◆ Assign a Project Manager, as the single point of contact responsible for Customer signed approvals.
- ◆ Assign other resources necessary to ensure completion of project tasks for which the Customer is responsible.

Completion Criteria:

- ◆ Motorola internal processes are set up for project management.
- ◆ Both Motorola and the Customer assign all required resources.
- ◆ Project kickoff meeting is scheduled.



1.1.4 Project Kickoff

Motorola Responsibilities:

- ◆ Conduct a project kickoff meeting during the Contract Design Review (CDR) phase of the project.
- ◆ Ensure key project team participants attend the meeting.
- ◆ Introduce all project participants attending the meeting.
- ◆ Review the roles of the project participants to identify communication flows and decision-making authority between project participants.
- ◆ Review the overall project scope and objectives with the Customer.
- ◆ Review the resource and scheduling requirements with the Customer.
- ◆ Review the Project Schedule with the Customer to address upcoming milestones and/or events.
- ◆ Review the teams' interactions (Motorola and the Customer), meetings, reports, milestone acceptance, and the Customer's participation in particular phases.

Customer Responsibilities:

- ◆ The Customer's key project team participants attend the meeting.
- ◆ Review Motorola and Customer responsibilities.

Completion Criteria:

- ◆ Project kick-off meeting completed.
- ◆ Meeting notes identify the next action items.

1.2 CONTRACT DESIGN REVIEW (CDR)

1.2.1 Review Contract Design

Motorola Responsibilities:

- ◆ Meet with the Customer project team.
- ◆ Review the operational requirements and the impact of those requirements on various equipment configurations.
- ◆ Establish a defined baseline for the system design and identify any special product requirements and their impact on system implementation.
- ◆ Review the System Design, Statement of Work, Project Schedule, and Acceptance Test Plans, and update the contract documents accordingly.
- ◆ Discuss the proposed Cutover Plan and methods to document a detailed procedure.
- ◆ Submit design documents to the Customer for approval. These documents form the basis of the system, which Motorola will manufacture, assemble, stage, and install.
- ◆ Provide minimum acceptable performance specifications for the customer-provided T1 links (microwave, fiber, or copper links)



- ◆ Establish demarcation point to define the connection point between the Motorola-supplied equipment and the Customer-supplied link(s) and external interfaces
- ◆ Finalize site acquisition and development plan.
 - Conduct (updated) site evaluations to capture site details of the system design and to determine site readiness (when necessary).
 - Determine each site's ability to accommodate proposed equipment based upon physical capacity.
 - If applicable, test existing equipment with which Motorola equipment will interface.
- ◆ Prepare Site Evaluation Report that summarizes findings of above-described site evaluations.

Restrictions:

- Motorola assumes no liability or responsibility for inadequate frequency availability or frequency licensing issues.
- Motorola is not responsible for issues outside of its immediate control. Such issues include, but are not restricted to, improper frequency coordination by others and non-compliant operation of other radios.
- Motorola is not responsible for co-channel interference due to errors in frequency coordination by APCO or any other unlisted frequencies, or the improper design, installation, or operation of systems installed or operated by others.
- If, for any reason, any of the proposed sites cannot be utilized due to reasons beyond Motorola's control, the costs associated with site changes or delays including, but not limited to, re-engineering, frequency re-licensing, site zoning, site permitting, schedule delays, site abnormalities, re-mobilization, etc., will be paid for by the Customer and documented through the change order process.
- Equipment orders will not be placed until after the CDR is completed and the Customer has provided the 700/800 MHz frequencies to Motorola.

Customer Responsibilities:

- ◆ The Customer's key project team participants attend the meeting.
- ◆ Make timely decisions, according to the Project Schedule.
- ◆ Frequency Licensing and Interference:
 - As mandated by FCC, the Customer, as the licensee, has the ultimate responsibility for providing all required radio licensing or licensing modifications for the system prior to system staging. This responsibility includes paying for FCC licensing and frequency coordination fees.
 - Provide the FCC "call sign" station identifier for each site prior to system staging.

Completion Criteria:

- ◆ Complete Design Documentation, which may include updated System Description, Equipment List, system drawings, or other documents applicable to the project.
- ◆ Incorporate any deviations from the proposed system into the contract documents accordingly.
- ◆ The system design is “frozen,” in preparation for subsequent project phases such as Order Processing and Manufacturing.
- ◆ A Change Order is executed in accordance with all material changes resulting from the Design Review to the contract.

1.2.2 Design Approval (Milestone)

- ◆ The Customer executes a Design Approval milestone document.

1.3 ORDER PROCESSING

1.3.1 Process Equipment list

Motorola Responsibilities:

- ◆ Validate Equipment List by checking for valid model numbers, versions, compatible options to main equipment, and delivery data.
- ◆ Enter order into Motorola’s Customer Order Fulfillment (COF) system.
- ◆ Create Ship Views, to confirm with the Customer the secure storage location(s) to which the equipment will ship. Ship Views are the mailing labels that carry complete equipment shipping information, which direct the timing, method of shipment, and ship path for ultimate destination receipt.
- ◆ Create equipment orders.
- ◆ Reconcile the equipment list(s) to the Contract.
- ◆ Procure third-party equipment if applicable.

Customer Responsibilities:

- ◆ Approve shipping location.
- ◆ Complete and provide Tax Certificate information verifying tax status of shipping location.

Completion Criteria:

- ◆ Verify that the Equipment List contains the correct model numbers, version, options, and delivery data.
- ◆ Trial validation completed.
- ◆ Bridge the equipment order to the manufacturing facility.



1.4 MANUFACTURING AND STAGING

1.4.1 Manufacture Motorola Fixed Network Equipment

Motorola Responsibilities:

- ◆ Manufacture the Fixed Network Equipment (FNE) necessary for the system based on equipment order.

Customer Responsibilities:

- ◆ None.

Completion Criteria:

- ◆ FNE shipped to Customer designated location.

1.4.2 Manufacture Non-Motorola Equipment

Motorola Responsibilities:

- ◆ Manufacture (third party equipment suppliers) non-Motorola equipment necessary for the system based on equipment order.

Customer Responsibilities:

- ◆ None.

Completion Criteria:

- ◆ Ship non-Motorola manufactured equipment to the field Ship Equipment to Field

Motorola Responsibilities:

- ◆ Pack system for shipment to final destination.
- ◆ Arrange for shipment to the field.

Customer Responsibilities:

- ◆ None.

Completion Criteria:

- ◆ Ship non-Motorola manufactured equipment to Customer-designated location.

1.5 SYSTEM INSTALLATION

1.5.1 GRE GTR8000 Equipment Installation

Motorola Responsibilities:

- ◆ Deliver the new ASR 5-channel site equipment to a Customer-specified location.
- ◆ Deliver the cabinets and containing the five (5) GTR8000 stations and the network interface equipment to the site, bolt the rack to the floor of the shelter building and connect the equipment to AC and DC power.
- ◆ Provide and install the in-building jumpers for the Transmit, Receive antenna systems and Tower Top Amplifier test line. Connect the jumpers to the Customer-provided bulkhead lightning surge protectors at the cable entry window of the shelter building.
- ◆ Motorola will test the Customer-provided Tower Top Amplifier prior to giving it to the Customer's subcontractor for installation on the tower.
- ◆ Program the GTR8000 stations and network interface devices and enter that information into the Zone 5 database.
- ◆ Test the GTR8000 stations for operation at factory specifications, tune the GTR8000 combiner for that site's operation and complete the site optimization.
- ◆ Complete the site documentation.
- ◆ Motorola's subcontractor will conduct an R56 site inspection, prepare the report, and present it to the Motorola Field Project Manager.
- ◆ The Motorola Field Project Manager will present the R56 report to the Customer as part of the project documentation.
- ◆ Provide UPS and 48VDC battery backup power.

Customer Responsibilities:

- ◆ Provide and install one (1) Transmit and one (1) Receive antenna systems and the Tower Top Amplifier test line according to the R56 Installation Guidelines and equipment specifications provided by Motorola during the Detailed Design review. The Customer's subcontractor shall install the Tower Top Amplifier on the tower near the Receive antenna as directed by Motorola.
- ◆ Terminate the coaxes inside the cable entry ports, ground them at the Master Ground Bus inside the shelter and terminate them with bulkhead lightning surge protectors
- ◆ Provide necessary space for installation of the two (2) 7.5 ft racks.
- ◆ Provide 120 VAC grounded electrical power, rated at 20 AMPS per circuit, to power the GTR8000 stations and other site equipment. Provide AC outlets above all new racks. AC Surge Panels must be fed with a minimum of two (2) 20A circuits.

Completion Criteria:

- ◆ Completion of the 5-Channel GTR8000 ASR station installation, and approval by the Customer.

1.5.2 GTR8000 Station Installation Complete (Milestone)

- ◆ GTR8000 ASR Station installation completed and accepted by the Customer.

1.6 SYSTEM OPTIMIZATION

1.6.1 Optimize GRE Site Equipment

Motorola Responsibilities:

- ◆ Verify that all equipment is operating properly and that all electrical and signal levels are set accurately.
- ◆ Verify that all audio and data levels are at factory settings.
- ◆ Check forward and reflected power for all radio equipment, after connection to the antenna systems, to verify that power is within tolerances.
- ◆ Verify communication interfaces between devices for proper operation.
- ◆ Test features and functionality are in accordance with manufacturers' specifications and that they comply with the final configuration established during the CDR/system staging.

Customer Responsibilities:

- ◆ Provide access/escort to the sites.

Completion Criteria:

- ◆ 5-Channel 800 MHz ASR optimization is complete.

1.6.2 Link Verification

Motorola Responsibilities:

- ◆ Perform test to verify site link performance, prior to the interconnection of the Motorola-supplied equipment to the link equipment.

Customer Responsibilities:

- ◆ Coordinate with MnDOT to ensure that T1s are available on the existing microwave linking the sites, GRE tower site-to-closest ARMER site, and that the T1s meet the specifications supplied by Motorola at the CDR.

Completion Criteria:

- ◆ Link verification successfully completed.



1.6.3 Optimization Complete

- ◆ System optimization is completed. Motorola and the Customer agree that the equipment is ready for cut-over and use for public safety dispatch communications.

1.7 FINALIZE

1.7.1 Cutover

Motorola Responsibilities:

- ◆ Motorola and the Customer finalize the mutually agreed upon cutover plan based upon discussions held during the CDR.
- ◆ During cutover, follow the written plan and implement the defined contingencies, as required.
- ◆ Conduct cutover meeting(s) with user group representatives to address both how to mitigate technical and communication problem that might impact users during ASR site cutover.

Customer Responsibilities:

- ◆ Attend cutover meetings and approve the cutover plan.
- ◆ Notify the user group(s) affected by the cutover (date and time).

Completion Criteria:

- ◆ Successful migration from the old system to the new system.

1.7.2 Resolve Punch List

Motorola Responsibilities:

- ◆ Work with the Customer to resolve punch list items, documented during the Acceptance Testing phase, in order to meet all the criteria for final system acceptance.

Customer Responsibilities:

- ◆ Assist Motorola with resolution of identified punch list items by providing support, such as access to the sites, equipment and system, and approval of the resolved punch list item(s).

Completion Criteria:

- ◆ All punch list items have been resolved and approved by the Customer.

1.7.3 Transition to Service/Project Transition Certificate

Motorola Responsibilities:

- ◆ Review the items necessary for transitioning the project to warranty support and service
- ◆ Provide a Customer Support Plan (Proposal Exhibit D) detailing the warranty and post warranty support, if applicable, associated with the Contract equipment.
- ◆ Provide additional information regarding post warranty support, included in the Warranty/Post-Warranty section of this document. (Proposal Exhibit D)

Customer Responsibilities:

- ◆ Participate in the Transition Service/Project Transition Certificate (PTC) process.

Completion Criteria:

- ◆ All service information has been delivered and approved by the Customer.

1.7.4 Finalize Documentation *Motorola Responsibilities:*

- ◆ Provide an electronic as-built system manual on a Compact Disk (CD). The documentation will include the following:
 - System Level Diagram
 - Site Equipment Rack Configurations
 - Functional Acceptance Test Plan test sheets and results
 - Equipment Inventory List

Drawings are created utilizing Visio design software and will be delivered in Adobe PDF format. All other system manual documents converted from native format to Adobe PDF format to be included on the System Manual CD.

Customer Responsibilities:

- ◆ Receive and approve all documentation provided by Motorola.

Completion Criteria:

- ◆ All required documentation is provided to and approved by the Customer.

1.7.5 Final Acceptance (Milestone)

- ◆ All deliverables completed, as contractually required.
- ◆ Final System Acceptance received from the Customer.

1.8 PROJECT ADMINISTRATION

1.8.1 Project Status Meetings

Motorola Responsibilities:

- ◆ Motorola Project Manager, or designee, will attend all project status meetings with the Customer, as determined during the CDR. Record the meeting minutes and supply the report.
- ◆ The agenda will include the following:
 - Overall project status compared to the Project Schedule.
 - Product or service related issues that may affect the Project Schedule.
 - Status of the action items and the responsibilities associated with them, in accordance with the Project Schedule.
 - Any miscellaneous concerns of either the Customer or Motorola.

Customer Responsibilities:

- ◆ Attend meetings.
- ◆ Respond to issues in a timely manner.

Completion Criteria:

- ◆ Completion of the meetings and submission of meeting minutes.

1.8.2 Progress Milestone Submittal

Motorola Responsibilities:

- ◆ Submit progress (non-payment) milestone completion certificate/documentation.

Customer Responsibilities:

- ◆ Approve milestone, which will signify confirmation of completion of the work associated with the scheduled task.

Completion Criteria:

- ◆ The Customer approval of the Milestone Completion document(s).

1.8.3 Change Order Process

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



PRELIMINARY PERFORMANCE SCHEDULE

The Preliminary Performance Schedule shown below is based upon the dates inserted by Motorola for Contract Award, completion of its task responsibilities and the completion of any County tasks. During the Detailed Design Review, the preliminary performance schedule will be updated with mutually agreed-upon "Start/Finish" site civil work completion, T1 availability and equipment manufacture, ship, and installation dates.

The dates for the installation and activation of the Aitkin County subsystem are highly dependent on the actual completion dates of the Aitkin County, or their subcontractors, tasks associated with R56 upgrades and unobstructed cable routes.

Task Description	Task Respon-sibility	Task Duration
Contract Award	AC	0
Contract Admin & Performance Bond generated	Motorola	15
Project Kick-Off (Motorola Internal)	Motorola	1
Detail Design Review	Mot & AC	2
Motorola processes equipment orders	Motorola	2
Manufacture Motorola Equipment	Motorola	40
Manufacture Non-Motorola Equipment	Motorola	40
GRE ASR site equipment ships to field	Motorola	10
GRE ASR site equipment inventoried	Motorola	1
County's subcontractor completes R56 upgrades	AC	0
T1 Link(s) optimized	AC	0
GRE Tower Site-Install Equipment & Cabling	Motorola	30
24.5 Hr BER test completed on the T1s	Motorola	2
Complete R56 Inspection & Deliver Report	Motorola	7
Program & optimize ASR trunked operations	Motorola	10
All punch list items resolved	Motorola	4
System Documentation finalized	Motorola	4
Final Acceptance	AC	0

Mot = Motorola AC = Aitkin County

Aitkin County, MN
Add GRE 5-Channel ASR Site Project

Exhibit C-5: Project Tasks & Responsibilities
July 19, 2013

Item #	Task/Item Description	GRE Tower Site
A	Antenna Structures	
1	Towers / Water Tower / Building top	COUNTY
2	Antenna Mounts, Sidearm Brackets, Coax hangers, etc.	COUNTY
3	Specify required Coax, Antenna type	COUNTY
4	Provide Antennas	COUNTY
5	Provide Coax	COUNTY
6	Antenna & Line installation	COUNTY
7	Cable Ladders and Ice Shields	COUNTY
8	Unobstructed Cable Access Routes	COUNTY
9	Cable Snap-InS & Adaptor Plates	COUNTY
10	2.5" OD pipe mounts	COUNTY
B	New RF Equipment	
1	Site 800 MHz Eqpt programming & optimization	Motorola
1a	Site VHF Eqpt reprogramming & optimization	N/A
2	Site Recabling for 800 MHz & VHF	COUNTY
3	Provide & Install GPS Antennas	COUNTY
4	Specify required Coax, Antenna type	Motorola
5	Specify Polyphaser type	Motorola
6	Antenna & Line installation, if required	COUNTY
7	Coax access for new control sta. ants.	N/A
8	PTP Microwave Equipment & Antennas for T1 connectivity	N/A
9	Coax hangers and clamps	COUNTY
10	Inside jumpers from stations to Coaxial Surge Suppressors	COUNTY
11	Coaxial Surge Suppressors	COUNTY
12	Cable Clamps	COUNTY
13	Coax Ground Kits	COUNTY
14	Install & cable Equipment Racks (new)	N/A
15	UPS or Inverter	COUNTY
16	Define AC & DC power requirements	Motorola
	NOTE: Require (2) 20 Amp circuits per Transtector panel	
17	DC Power & Batteries	Motorola
18	Define Microwave/T1 Requirements	Motorola
19	Provide optic fiber T1 with interface panels (If Required)	N/A
20	Define Channel Bank Requirements	N/A
21	Provide Channel Bank Hardware	N/A
22	Punch down/inter-cabling for site monitoring alarms	N/A
23	Network Manager Terminal (NMT) programming	N/A
24	Provide Microwave to Fiber T1 Connections (If Required)	N/A
C	Bldgs & Remodeling	
1	Buildings & Equipment Rooms	COUNTY
2	Move old equipment racks to make room for new	COUNTY
3	HVAC Equipment	COUNTY
4	AC Power, Lighting & breakers	COUNTY
5	AC Surge Protection	COUNTY
6	New UPS or backup batteries (if desired)	COUNTY
7	Unobstructed Cable Pathways	COUNTY
8	Generators / Backup Power	COUNTY
9	Environmental Alarms & Wiring	COUNTY
10	Telco Requirements	COUNTY
11	Dispatch Console Furniture (Provide & Install)	N/A
12	Cable Trays/Ladders	COUNTY
13	Cable Entry Ports	COUNTY
14	Seal cable entry points	COUNTY
15	DC Wiring (For New equipment)	COUNTY
16	"Off Hook" Indication & console interface parts	N/A
D	External Grounding	
1	Tower Grounding	COUNTY
2	External Bus Bar & Grounding	COUNTY
3	Tower Ground Bar & Grounding	COUNTY
4	Fences & Gates	COUNTY
5	Ice Bridge Grounding	COUNTY
6	Fuel Tank Grounding	COUNTY

Item #	Task/Item Description	GRE Tower Site
E	Internal Grounding	
1	Master Ground Bus Bar	COUNTY
2	Perimeter Ground Bus	COUNTY
3	AC Panel Grounding	COUNTY
4	Cable Tray Grounding	COUNTY
5	Ground Bus Conductor (Under Cable Tray)	COUNTY
6	In-Rack Grounding (Legacy Eqpt)	COUNTY
7	Rack Ground Bars (New Racks)	Motorola
8	In-Rack Grounding (New Eqpt)	Motorola
9	Rack to Ground Bus Conductors (New Eqpt)	Motorola
10	Dispatch Center (Internal Grounding systems)	N/A
F	Electromagnetic Energy (EME)	
1	Training	N/A
2	Signs	COUNTY
3	Calculations (If required)	COUNTY
G	FCC Licensing	
1	800 MHz & VHF Licenses	COUNTY
2	Microwave Path Surveys, Freq. Co-ordination & Licenses	COUNTY
3	T1 Requirements	Motorola
4	T1 Channel Plan Approval and Compliance	COUNTY
H	Programming	
1	Fleetmapping	COUNTY
2	RF Site programming & optimization	Motorola
	Simulcast subnet programming & optimization	Motorola
3	Console programming & optimization	N/A
4	Data entry into Zone database	Motorola
5	Changes to Zone MSO database	Motorola
I	Subscriber Radios (Mobiles & Portables)	
1	Alignment, Programming & Installation	N/A
2	Fleetmapping	N/A
J	Tests & Inspections	
1	R56 Site Inspections	Motorola
2	DC Power & Batteries	COUNTY
3	Conduct System Acceptance Test Plan (SATP)	N/A
4	800 MHz RF Coverage Test (Participate)	N/A
5	Provide one (1) vehicle for coverage testing	N/A
6	Provide one (1) test sets for coverage testing	N/A
7	800 MHz RF Coverage Test (CATP)	N/A

Responsibility Matrix Indicators
JOINT = Motorola & Aitkin County
COUNTY = Aitkin County
N/A = Not Applicable

Note 1:

After all installation work is completed, Motorola's R56 inspector will inspect the designated sites to ensure R56 standards and generate an inspection report for each site. Copies of these reports will be given to Motorola Project Manager and Aitkin County. Both parties will review and consider their non-compliant site issues prior to Final Acceptance and the start of System Warranty.

*First Year Warranty Service Description/Custom Warranty
Statement of Work for Aitkin County's
ARMER Site, Base Stations, and Associated Equipment*

WARRANTY, SERVICE AND MAINTENANCE DISCUSSION

SYSTEM LIFE CYCLE SUPPORT

Motorola's comprehensive warranty and maintenance services address all of Aitkin County's day-to-day and emergency communication needs for seamless System Operations. The Motorola approach provides a low risk, high value support solution that keeps Aitkin County's Radio System at optimum availability and ready to serve mission critical communications needs.

Motorola has over 75 years of experience in supporting the mission critical communications of public safety and service agencies. Our technical and service professionals use a structured approach to life cycle system services to provide comprehensive maintenance and support of Aitkin County's system throughout its life cycle.

The value of support is measured by system availability, which is optimized through the use of proactive processes, such as preventive maintenance, fault monitoring and active response management. System availability is a function of having in place a support plan delivered by highly skilled support professionals, backed by proven processes, tools, and continuous training.

The critical nature of Aitkin County's operations demands a support program that is comprehensive, cost-effective, responsive, and low risk. Motorola's years of experience, established support processes and robust capacity provides a support solution that perfectly fits Aitkin County's need for continuous network availability and seamless system support. Motorola provides a level of service that meets and exceeds Aitkin County's requirements.

The Minnesota Metro/ARMER System has relied on Motorola Service and Support since the system's inception. Motorola technical personnel have been involved with the implementation, warranty support and maintenance of every sub-system currently on the network. The experience and knowledge of this team stands at the ready to support Aitkin County's technically sophisticated and complex addition to this mission critical communications system.

CUSTOMER SUPPORT PLAN

Motorola is the largest and most experienced provider of public safety communications systems. We have extensive familiarity with the processes, procedures and functionality required to operate a wide area public safety system. With this level of experience, Motorola will customize a detailed Customer Support Plan for Aitkin County that will allow us to maintain this Public Safety System through its life-cycle.



Working with Aitkin County personnel, Motorola will complete a detailed Customer Support Plan by the start of Final Acceptance Testing. This Customer Support Plan document will provide specific procedures and methods for effective service delivery and system restoration. The information supplied in this response will be incorporated into the Customer Support Plan. This document will also outline the escalation procedures to be used in maintaining the system. Key contact names, telephone numbers and pager numbers will all reside in the Customer Support Plan. The Customer Support Plan will be the reference document for use by Aitkin County, Motorola, and Motorola's Authorized Servicers. This document will be reviewed and updated on a regular basis and as needed.

The Customer Support Plan will contain everything you need to know to take advantage of the services provided in your contract. This support plan is designed to help transition you from the pre-sales, staging, and installation phases to the delivery of life cycle support services for your system. Motorola supports your communication system with several expert service groups, each performing a specific function and working together to provide you with fast response and quick closure to issues.

THE MOTOROLA SERVICE DELIVERY TEAM

Customer Support Manager

Your Motorola Customer Support Manager provides coordination of support resources to enhance the quality of service delivery and to ensure your satisfaction. The Customer Support Manager (CSM) is responsible to oversee the execution of the Warranty and Service Agreement and ensure that Motorola meets its response and restoration cycle time commitments. The CSM will supervise and manage the Motorola Authorized Servicer's functions.

Motorola System Technologists

The Motorola System Technologists (ST) are available to assist Motorola's Authorized Servicers when needed for network health and operations.

Motorola System Support Center

Located in Schaumburg, Illinois, the System Support Center (SSC) is a key component to the overall management and maintenance of Aitkin County's system. As detailed in this Customer Support Plan, the following services are provided by the System Support Center:

- Sub-System Network Monitoring Operations
- Technician Dispatch Service
- Infrastructure Repair with Advanced Replacement
- Technical Support

Motorola Local Service Provider

Our proposed servicer is Granite Electronics of St. Cloud, Minnesota. Granite Electronics is an authorized Motorola Servicer and is in the process of meeting the ARMER Standard 4.10 to provide maintenance support on the ARMER Network. Granite Electronics has experience

maintaining the types of equipment being provided to Aitkin County. Under the direction of the Motorola Customer Support Manager, Granite Electronics will provide on-site services to Aitkin County.

WARRANTY PERIOD SERVICES

The Motorola Standard Commercial Warranty (“Warranty”), which is in effect for one year from the date of system acceptance, or a maximum of eighteen months from shipment of equipment from the factory, covers on-site repair during normal business hours (8:00am to 5:00pm, Monday to Friday) and replacement of defective hardware components. In addition, during the warranty period, Motorola will also deliver a “best-in-class” set of system services that has been tailored to meet the unique requirements of your addition to the Minnesota Metro/ARMER ASTRO® 25 SmartZone Radio System. Motorola system services are designed to optimize your system equipment availability and performance.

This combination of service products is Motorola’s Custom Warranty package. In addition to the Standard Commercial Warranty, the service products that comprise the Custom Warranty package are listed below along with a brief description.

OVERVIEW OF SERVICES PROVIDED DURING THE CUSTOM WARRANTY PERIOD

Motorola Custom Warranty is comprised of the following service products for Aitkin County:

- Network Monitoring Operations (Applies only to ARMER Sites/associated Base Stations)
- Technician Dispatch Services
- On-Site Infrastructure Response
- Technical Support
- Infrastructure Repair with Advanced Replacement
- Annual Network Preventative Maintenance
- Software Maintenance Agreement*
- Infrastructure Software Installation

A detailed Statement of Work describing each of these service products can be found as an Exhibit of the Communications Service Agreement (“CSA”).

The following services will be provided by Motorola during the warranty. Specific support services required for subsequent contracted Service Agreement years will be mutually determined by Aitkin County’s and Motorola during the Warranty Period.

Network Monitoring Operations

With Network Monitoring Service, your ARMER Site and Base Stations and associated equipment are electronically monitored for Events that are detected and forwarded to the

Motorola System Support Center using the Integrated Network Management™ tools. The System Support Center is staffed with highly trained technologists, who acknowledge the Event, run available diagnostic routines, and initiate an appropriate response. As this service requires interconnection to a Zone Controller, Aitkin County will be capable of receiving this support through the connection into the ARMER System Zone 3 Network.

Technician Dispatch Service

The System Support Center's (SSC) Dispatch Operations is the central point of contact for all your technical customer service requests. The Dispatch Center operates 7 days per week, 24 hours per day. Their function is to manage all calls so your request will be tracked and monitored from beginning to end, via the Case management process. With detailed accounts of each customer system at our fingertips, Customer Support Representatives are trained to prompt the caller for information necessary to understand the situation and determine the next steps to be taken. The team tracks the status of your Case and ensures that all personnel involved have access to your information. If a problem is experienced during the Case management process, the Customer Support Representative may escalate the issue to the appropriate service management team. Appropriate action will be taken to resolve the issue and ensure customer satisfaction and Motorola compliance to our contracted commitments.

The Dispatch Service process has several predetermined milestones identified to ensure timely resolution of the customer issue. These milestones are timed and tracked in the Global Technical Support (GTS) database. A missed milestone will generate a notification, which prompts the Customer Service Representative to investigate. The system is designed to send escalation page messages to managers if an estimated time of arrival or milestone completion time cannot be provided to reset the timers. All milestone tracking, including escalation page messages, are automatically documented in the case as part of the activity log.

The following listing defines the process milestones measured for each Customer service request:

Call Receive:

Customer or technician calls the Call Center and requests service or support. The Customer Service Representative prompts the customer for information necessary to characterize the issue and to determine a plan of action. The Customer Service Representative electronically documents a detailed description of the issue, the affected technology, and customer contact information in the Global Technical Support database. The database generates a case number, which will be given to the caller for reference.

Once the GTS system has generated a case number, the Customer Support Representative has 15 minutes to assign the case to a servicer. If the case is not assigned within that time frame a missed response page is routed within the Call Center notifying the Customer Support Representative of the case number. The paging / escalation feature ensures all cases in the database are attended to in a timely manner.

For Network monitored customers, if an alarm is investigated and cannot be fixed remotely, the Customer Service Representative will be informed and a technician will be dispatched to the site.

Case Assign:

The Customer Support Representative will call or page the servicer and relay the case number and details of the issue. The name and telephone number of the person accepting assignment is documented in the case history notes. The Customer Support Representative then changes the status of the case to ASSIGNED, which resets the database timer for the next milestone.

Site Arrival:

Once on site, the servicer calls the Call Center to report site arrival. The Customer Support Representative notes the servicer's name and call back telephone number in the case for reference and changes the status of the case to SITE ARRIVAL. The database time stamps the case with site arrival information and resets the clock for the next milestone.

If the site arrival milestone is missed, the GTS database generates a notification to the Call Center, which prompts the Customer Support Representative to investigate. The case notes are consulted to obtain the previously documented servicer's telephone number. The servicer is called for the purpose of obtaining an estimated time of arrival. If the servicer cannot be reached or if no ETA can be provided, the system will escalate to service management for status update.

Site Arrival Notification:

The Customer Support Representative will notify Aitkin County of the servicer's site arrival on site. If the response time is not met, Customer Support Representative will escalate to service management.

Repair Verification:

If required by Aitkin County, the servicer contacts the Call Center upon completion of repair and requests a customer verification of repair. The Customer Support Representative calls Aitkin County to verify repair is complete. The Customer Support Representative then notifies the servicer of repair verification. If the repair completion cannot be verified, the reasons for refusal of verification are noted in the case and the servicer is informed. The servicer will address the verification refusal issues and will attempt the verification process again. The Motorola Customer Support Manager may monitor the repair efforts and deploy additional assistance and/or resources as needed to complete the repair.

Call Close Out:

Upon verification of repair, the Customer Support Representative documents the servicer's repair notes in the case history and closes the case. The case is closed upon receipt of a repair verification notification from the servicer. The servicer reports a brief description of the repair, equipment repaired, and material used. If the case is not closed in the predetermined time frame, an escalation page is sent to service management.

Call Close Out Notification:

If required by Aitkin County, the Customer Support Representative will advise Aitkin County once the case is closed.

Escalation Process

In the event a response or restore time is missed, or is about to be missed:

The Call Center will escalate the issue and page the Customer Support Manager for assistance and guidance. If the Customer Support Manager does not respond or cannot assist, the Call Center contacts the Area Service Manager. If the Area Service Manager does not respond or cannot assist, the Call Center continues to follow the predetermined and mutually agreed upon escalation list.

Additionally, contacting the next person on the escalation list does not preclude continuing to attempt to contact any of the personnel who have not responded.

Upon award, Motorola will submit proposed escalation lists detailing Motorola, Authorized Servicer, and Aitkin County's personnel names and paging instructions for Aitkin County's input and approval. These escalation lists and procedures will become an important part of the customized Customer Support Plan for Aitkin County.

Motorola's System Support Center Dispatch Operations is a key component to the efficient management of our service resources: a central point of contact that coordinates all Service requests, 24-hours a day, 7-days-week. With detailed information of Aitkin County's system at our fingertips, we will be able to respond quickly and efficiently to resolve the issue at hand.

On-Site Infrastructure Response Service

On-Site Infrastructure Response provides for Motorola's Authorized Servicer to respond on site when dispatched by Motorola. Motorola will respond to issues as determined by pre-defined severity and response times. Severity 1 or Major Failures are dispatched twenty-four (24) hours a day, three hundred sixty five (365) days a year including holidays. On-site response will be within four (4) hours of the Dispatch call. If a second technician is required, the technician will arrive onsite within four (4) hours of notification from the first technician or SSC. On-site service for Minor Failures will be provided on business days within 24 hours of a call placed to the SSC.

Technical Support Service

Technical Support is available 7 days a week, 24 hours a day for Severity 1 issues or Major Failures. The Motorola System Support Center's staff will work with the local service organization and technicians to provide support services on your communications system. The SSC's System Technologists may dial into a system to more clearly define a problem and determine the area of failure in order to decide on the most suitable action plan. If the problem is beyond the scope of the SSC's staff, they will contact key personnel who are involved with the design, development, and manufacture of your communication products for resolution.

Infrastructure Repair Service with Advanced Replacement

Infrastructure Repair provides repair services to Motorola and select third party infrastructure equipment. The Motorola Authorized Service provider will remove and ship the malfunctioning equipment to the Motorola Infrastructure Depot Operations (IDO) for repair.

Upon receipt of the malfunctioning equipment, SSC will repair and system test the equipment down to the component level utilizing automated test equipment. A system test will be

performed to ensure the equipment functions properly and meets Motorola specifications. If available, the equipment will than be reprogrammed to the customer's configuration.

If the malfunctioning equipment is not manufactured by Motorola, it may be returned to the Original Equipment Manufacturer or third party vendor for repair. Motorola will coordinate and track third-party equipment sent to the original equipment manufacturer or third party vendor for service.

Once the equipment is received from the SSC, the Motorola Authorized Service provider will either re-install the equipment or return it to the customer's spare inventory.

When available, Motorola will provide Aitkin County with an advanced Field Replacement Unit (FRU) in exchange for Aitkin County's malfunctioning unit. Non-standard configurations and Customer-modified units are excluded from this service. Malfunctioning units will be evaluated and repaired by Motorola's Infrastructure Depot Operations and returned to the Infrastructure Depot Operation's FRU inventory upon completion of repair.

Network Preventative Maintenance Service

During the Warranty Period, one operational test and alignment will be performed on the dispatch equipment as well as the transmit site base station equipment to ensure that the equipment meets original manufacturer's specifications. This service will occur on a business day during normal business hours.

Software Maintenance Agreement*

Motorola will provide full software support during the warranty period. The system warranty includes a Software Maintenance Agreement (SSA) that provides periodic releases to correct software defects and provide minor system enhancements. Software release notes will be provided to Aitkin County in advance to allow Aitkin County to assess any operational impacts. Releases will be implemented only with the concurrence of Aitkin County's System Manager and will be scheduled on a date and time to minimize user impact. All installation costs including on-site labor, hardware configuration and Upgrade Operations support are included in the system warranty. The Motorola Upgrade Operations (UO) team consists of technical and program management experts that specialize in the planning and implementation of all software upgrades. UO evaluates the system impact of software releases prior to their installation. They also review system audit data along with a field generated equipment list to confirm that no software incompatibilities exist in the system components.

The Software Maintenance Agreement consists of periodic Motorola Software Enhancement Releases and Core Releases for use with upgrade-capable Motorola Equipment covered under your contract. Bulletins announcing Enhancements and Core Releases will be provided by Motorola. If the release is ordered, it will be installed by Motorola. Software Maintenance is an essential part of the Warranty and Maintenance program as it can ensure the system is maintained at the latest version of software available from Motorola. Each software update will be discussed with Aitkin County to determine the best course of action based on the system configuration, specific needs, and installation opportunities.

*Following warranty, Motorola provides Software support for our radio system Customers by means of a Software Maintenance Agreement (SMA). Due to the unique multi-owner design of the MN Metro/ARMER Network, as well as the complexity of the communications system itself, the Software version of Aitkin County's equipment must shadow the MN Metro/ARMER System Software version level exactly. To insure compatibility of all system components within the network, the State of Minnesota maintains a SMA for all equipment on the network. Software upgrades (software only) will be provided to Aitkin County for as long as the State of Minnesota has a SMA contract in force with Motorola.

Infrastructure Software Installation Service

Motorola will provide the on site technical resources to install, test, and activate software enhancements and releases on Aitkin County's system per the processes and procedures defined as a result of the software upgrade design.

SERVICE DELIVERY PROCESS

The following provides a sample process overview of Motorola's actual service delivery plan. Motorola and Aitkin County will review and mutually agree upon these processes prior to the start of the Warranty period. These will be identified in greater detail in the completed Customer Support Plan.

How to obtain Dispatch Service with On-Site Infrastructure Response

Action	Information
Call the System Support Center	1-800-228-4500, pin 59876
Provide System ID	SZ740F
Site ID(s): Sites to be identified	System / Name(s): Site Address: Monitored:
Provide Your Information	Caller Name Contact Phone Number Description of problem Severity of system problem determined at this time. Time available for call back Email address
Standard Response Time	<u>RESPONSE</u> Severity 1 4 hours Severity 2:* 4 hours Severity 3 * 1 day *Standard Business Days
Case Number generated	Caller will receive a Case number for tracking the service request.
Check Status	The caller may check the status of a Case at any time by calling the System Support Center at 1-800-228-4500, pin 59876.
Case Number Assignment	The Customer Support Representative will determine a course

	of action and assign the Case to the appropriate group.
Coordination of Response	The Motorola Local Service Provider will-exchange FRU's, or take other appropriate action to restore the system.
Verification	Once the issue is resolved, the Motorola Local Service Provider will call the SSC Call Center to request verification The Customer Support Representative will call Aitkin County's Contact(s) as identified by Aitkin County to verify proper system operation.
Case Number Closure	Once the resolution has been verified, the Case will be closed.

Severity Definitions

Severity Level	Problem Types
Severity 1	Major system failure 33% of System down 33% of Site channels down Site Environment Alarms (smoke, access, temp, AC Power) Response is provided Continuously
Severity 2	Significant System Impairment Intermittent problems System problems presently being monitored Response during Standard Business Day
Severity 3	Parts Questions Upgrades Intermittent problems Response during Standard Business Day.

How to obtain Infrastructure Repair Service

Action	Information
Call the System Support Center	1-800-228-4500, pin 59876 to report a system problem.
Retrieval of Equipment	The procedures for Dispatch Services will be followed and the Motorola Local Service Provider will retrieve the malfunctioning equipment.
Ship to SSC	The Motorola Local Service Provider will obtain an Return Authorization (RA) number, and ship the equipment to the SSC for repair.
Repair of Equipment	The SSC will receive the equipment, repair and system test the Motorola manufactured boards/units down to the component level utilizing automated test equipment. If the equipment is not manufactured by Motorola, the unit may be returned to the Original Equipment Manufacturer (OEM) or third party vendor for repair.
Return of Equipment	SSC will return repaired equipment via 2-ay delivery service. Motorola pays return delivery.

Re-install of Equipment	The Motorola Local Service Provider will either re-install the serviced unit or return the equipment to your spare inventory.
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How to obtain Technical Support Service

Action	Information
Call the System Support Center	1-800-228-4500, pin 59876
Provide System ID	SZ740F
<u>Site ID's will be provided</u>	<u>System / Name(s):</u> <u>Site Address:</u> <u>Monitored:</u>
Case created	Caller will receive a Case number
Problem Diagnosis & Issue Resolution	The SSC's System Technologists may dial into a system to more clearly define a problem and determine the area of failure in order to decide on the most suitable action plan. If the problem is beyond the scope of the SSC's staff, they will contact key personnel who are involved with the design, development, and manufacture of your communication products.
Case Closed	The Case will be closed upon resolution of the issue.

How to obtain Network Preventative Maintenance Service

Action	Information
Network Preventative Maintenance	The SSC will notify Motorola Local Service Providers to schedule the Network Preventative Maintenance with the Customer based on the pre-determined schedule below.

The Network Preventative Maintenance Schedule

Month/ Year	Site ID	Address of Site	Service Provider for Site
Annually, dates to be determined by Aitkin County	Site ID's will be provided		

How to obtain Software Maintenance Releases.

Action	Information
Receive Bulletins from Motorola	Bulletins will be mailed to: Aitkin County's contact(s) as requested.
Call Motorola to request the upgrade or enhancement	Call the System Support Center at 1-800-228-4500, pin 59876 and request the upgrade. The SSC will initiate the processes for Software Upgrade Design services.

Glossary of Terms and Acronyms

CASE: Electronic tracking document for requests for service through the System Support Center.
 ETA: Estimated time of arrival is an estimate of when the field technician will arrive at the customer's site.

FRU: A FRU is a Field Replaceable Unit, which is any module or board that can be removed from a piece of fixed equipment and exchanged with an identical module or board.

MOTORLA LOCAL SERVICE PROVIDER: A Motorola authorized service provider or a Motorola Field Technical Representative.

RESPONSE: Response times are defined as having an on-site technician, a remote systems technologist or a remote network specialist having taken assignment of the issue and working on the system.

RSC: Radio Support Center

RSS: Radio Service Software

SEVERITY: Each incoming call is assigned a severity level of Severity One, Two, or Three. Severity levels determine the Response Time Commitments. See Section 6.5 for your Severity Level definitions.

SSC: System Support Center

CSM: Customer Support Manager

CSR: Customer Support Representative

CSP: Customer Support Plan

POST-WARRANTY SERVICE AND MAINTENANCE

Motorola has provided an “estimated” or “budgetary” price for the first, five years of maintenance following expiration of the warranty period based on our experience of ARMER System Owner’s previous decisions as well as the known criteria. It is extremely difficult to be more specific for the following reasons:

- **The support offered during the Warranty period is a “bundled” package of services. Aitkin County may or may not require or desire the same service product combination during Post-Warranty maintenance.**
- **Certain service product pricing quoted in this response is established by the annually renewed State of Minnesota master support contract. At this time it is premature to predict how long the State will maintain this contract, what service products will be included and what the pricing will be on an annual basis.**
- **Pricing contained in the aforementioned contract cannot be divulged with any agency until the actual contract is in force by the State of Minnesota, Department of Administration.**

For the purposes of this exercise, it is assumed the same suite of services will be desired by the Customer during the post-warranty period as those received during warranty and that no State of Minnesota master support contract would exist at the time post-warranty support would commence.

We will be happy to work with Aitkin County to ensure that a suitable level of service is attained along with the associated budgetary pricing that will meet your requirements for services that are not covered by the State of Minnesota master support agreement. Again, we would be pleased to discuss these options at the request of Aitkin County given the content of the master contract at the time of warranty expiration.



This budgetary quotation is predicated on a master support contract between the State of Minnesota and Motorola that will be agreed to for the entire Minnesota Metro/ARMER Radio System for the 2011 calendar year and beyond. Some services that we would normally recommend for your equipment are assumed to be covered under that agreement. This would include: Technical Support and Software Maintenance Agreement.

The following “estimated” or “budgetary” prices for year one through four of post-warranty maintenance for the proposed Aitkin County equipment is based on the following equipment packages and quantities:

MAIN OFFERING:

Primary System Equipment Quantities:

- (1) ARMER ASR/ISR Site (Blooming Prairie) and associated equipment.
- (5) GTR8000 Base Stations; (5) active, (1) spare – All stations being added to the Aitkin County GRE ASR/ISR Site.

Services Included (See Notes below):

- Network Monitoring (Applies only to ARMER Sites/associated Base Stations)
- Technician Dispatch
- Dial-In Technical Support
- On-Site Infrastructure Response
- Technical Support
- Infrastructure Repair with Advanced Replacement
- Annual Preventative Maintenance Check

Total annual budgetary prices are:

Year 1 post-warranty - \$17,027.00
Year 2 post-warranty - \$17,537.00
Year 3 post-warranty - \$18,064.00
Year 4 post-warranty - \$18,606.00

Notes:

1. Currently, the following support products are included with the State of Minnesota Master Support Contract:

- Technical Support
- Software Maintenance Agreement
- Pre-Tested Maintenance Service
- (1) Dedicated Motorola Field Technician for OnSite Infrastructure Response of the Master Sites (Customer is responsible for remote sites).

The individual agency cost allocation for this contract is assessed annually by MNDOT based on individual agency equipment quantities and is not included in the budgetary estimates provided.

2. Software Installation has not been included because this service pricing can vary widely based on the type of upgrade required and historically, the software installation costs have been included in the overall upgrade price on a system-wide level.

3. The information provided in this quote is provided for informational (or budgetary) purposes only and does not constitute an offer to sell or license any Motorola product. This quote is not binding on Motorola and Motorola is making no representations, warranties, or commitments with respect to pricing, products, or terms and conditions which would require more information and further detailed analysis of the requirements for which this quote is requested.

CORPORATE QUALITY POLICY

It is the intent of Motorola to produce and provide products and services of the highest quality, which are responsive to the needs of our customers. In these activities, Motorola will pursue goals aimed at the achievement of quality excellence. These results will be derived from the dedicated efforts of each associate in an environment, which is participative, cooperative, creative, and receptive to new ideas, as we collectively strive to achieve our Fundamental Objective of Total Customer Satisfaction.

Dedication to quality is a way of life at our company, so much so that it goes far beyond rhetorical slogans. Our ongoing program of continuous improvement reaches out for change, refinement and even revolution in our pursuit of quality excellence.

Corporate Quality Goals Statement

- Achieve SIX SIGMA and beyond results in everything we do;
- Anticipate and excel in satisfying customers' needs according to their expectations; and
- Manage all functions of our business in the most responsive and timely fashion possible.

Implementation Of Goals

Every Business unit within the Corporation develops its own supportive policies, and the details are oriented toward every phase of its business.

Each business establishes and maintains business improvement programs as applicable in product quality, reliability and services, customer driven satisfaction indices and responsiveness using Performance Excellence Scorecard.

Motorola Quality Assurance Program

Motorola's QAP specifies the controls necessary to achieve an effective and economic standard of quality. It also specifies that processes are in place to monitor the effect of product quality to ensure that safety, performance, and reliability that are consistent with the services to be provided under the contract.

It is Motorola's policy that quality standards be determined, achieved, and maintained

throughout the contract, and the QAP provides for the detection of actual or potential deficiencies, marginal performance, and trends or conditions which could result in unsatisfactory performance. It is also our policy that this plan provide for timely and effective remedial and preventive action as well as the availability of objective evidence of inspections.

Verification of Motorola's quality assurance operations will be available to be confirmed by Aitkin County. Aitkin County's confirmation may include:

- Surveillance of the operations at the Customer Center for System Integration, to determine that practices, methods, and procedures of the program are being properly applied
- Inspection to measure quality of items to be delivered
- Inspection of items awaiting release for shipment, at the Customer Center for System Integration, to assure compliance with all requirements of the contract documents

Motorola's QAP addresses Quality Assurance Program Organization, Vendor/Supplier Quality Programs, Quality Assurance Procedures, Procurement Quality Assurance, and Quality Assurance Audits.

Quality Objectives and Tasks

- The quality objectives for this project are to ensure that:
- All delivered hardware and software products comply with the technical provisions of the contract specification.
- All quality control, inspection, and testing comply with the technical provisions of the contract specifications and vendor quality procedures.
- All materials, parts, components, and assemblies used conform to contract and technical provisions of the contract specifications and the quality procedures and work instructions applicable to this program.
- All documentation, drawings, samples, certificates, and submittals comply with the contract and technical provisions of the contract specifications.
- Subcontractors comply with their own internal quality procedures and work instructions applicable to the design, development, fabrication, test, and installation of hardware and software components.

Motorola Product Quality

Motorola's quality organization works closely with the field integration teams to provide the tools, information and resources needed to ensure total customer satisfaction. In the event that a problem is identified with Motorola manufactured subscriber equipment, the Project Manager will open a Global Customer Care request, which identifies all the technical issues related to the equipment. Each issue is assigned a case number and is tracked electronically for characterization and problem resolution with the field team, the quality organization, and the manufacturing group. The same process is followed for all infrastructure, drop ship equipment and non-technical issues by opening a Global Technical Support case.

A Failure Review Board has been established to track all systemic defects for identification,

tracking and prioritization for resolution. Motorola's System Support Center, development engineering and the field teams work closely for identification of the root cause, characterization and timely resolution for each customer. When necessary, the problem is duplicated in a lab environment for further testing and problem definition. Regression testing and/or system integration testing is completed for factory ship acceptance.

Motorola Service Quality

Motorola has been the premier servicer of FM communications radio equipment since the inception of our National Service Organization in 1948. Our National Service Organization consists of over 800 Motorola Authorized Service Centers, Regional Support Centers, and Depots. Motorola's Service Centers are strategically located to provide national service on a local basis.

Recently, Motorola introduced a major corporate-wide initiative -- 5NINES: SYSTEM AVAILABILITY. 5NINES, or 99.999% availability (no more than 5 minutes total downtime per year), is the telephony standard to which all Motorola wireless systems aspire. The Corporation has committed to a new design culture, ease of use and operational simplicity, robustness metrics, and common platforms and network architecture to achieve this.

Motorola provides further resources through our organization of Customer Support Managers, who work closely with our Service Centers and Customers to insure customer satisfaction. Motorola offers many levels of depth to back-up any service offering. Because our organization is national, if needed by reason of natural disaster or extreme need, we can call on trained and experienced technicians from every part of the country to provide service for our customers.

Aitkin County can be confident of receiving the highest level of service, as you would expect from the world's communications leader. Our Authorized Service Centers are staffed with factory trained and licensed technicians, equipped with state-of-the-art test equipment, and stocked with genuine Motorola replacement parts.

Motorola recognizes the significant investment made by Aitkin County in their critically important communications system. We recognize the need for expedient service and maintenance of an optimum operating condition for all of your equipment. Our Service Organization is dedicated to providing the highest quality of service available. We look forward to serving all of your present and future communications needs.

***First Year Warranty Service Description/Custom Warranty
Statement of Work for Aitkin County's
ARMER Site, Base Stations, and Associated Equipment***

1.0 Definitions

These defined terms might not apply to every section of this Statement of Work. Capitalized terms used in this Statement of Work and not otherwise defined within the Statement of Work, or in the Communications System Agreement or other applicable agreement (collectively, "Agreement") have the following meanings:

- 1.1 Case: Electronic tracking document for requests for service through the System Support Center.
- 1.2 Case Status: Identifier of the status of a Case from beginning to end.
- 1.3 Component(s): New or refurbished parts of equal quality.
- 1.4 Configuration Change Support: A change in a user-defined parameter, which may include a change in the placement of a dispatch console talkgroup window. Fleetmapping is not included in Configuration Change Support.
- 1.5 Connectivity: Remote access to the System via dial up or fixed dedicated links
- 1.6 Continuously/Continuous: Seven (7) days per week, twenty four (24) hours a day, including holidays.
- 1.7 Core Release: A new version of Software that adds Standard Features and major enhancements. These new versions are signified by changes to the first digit of the version identifier number (e.g. SmartZone 4.1 to SmartZone 6.0).
- 1.8 Custom Warranty Period: The 12-month period commencing at the start of the Warranty Period for Equipment and Software as defined by the Agreement.
- 1.9 Customer: The end-user Customer as identified in the Agreement.
- 1.10 Customer Support Plan: A document mutually developed by Motorola and the Customer that provides information about the Customer and the System and describes the specific processes by which Motorola will deliver and the Customer will receive the services described in this Statement of Work.
- 1.11 Elements: Those device types present on the Customer's System whose status may be communicated to the SSC.
- 1.12 Enhancement Release: A superseding issue of Software which adds to, improves, or enhances the performance of Standard Features contained in the then currently shipping Software version. These releases are signified by changes to the second or third digit of the version identifier number (e.g. SmartZone 6.1 to SmartZone 6.1.1 or SmartZone 6.2).
- 1.13 Equipment: The equipment specified in the Equipment List as set forth in the Agreement, including any additions to the Equipment List during the Warranty Period.
- 1.14 Event: An alarm or informational notification received by Motorola through the Network Management tools.
- 1.15 Feature: A Software functionality.

- 1.16 Firmware: Software in object code form that is implanted or embedded in hardware.
- 1.17 FRU: Field Replaceable Unit, typically a board or module, contained within the Infrastructure.
- 1.18 Infrastructure: The fixed Equipment excluding mobiles, portables, and accessories.
- 1.19 Infrastructure Depot Operations or IDO: A Motorola facility located in Elgin, Illinois, the purpose of which is to serve as Motorola's centralized location for infrastructure repair.
- 1.20 ISD: The Integrated Solutions Division of Motorola's Commercial, Government, and Industrial Solutions Sector.
- 1.21 Loaner: Infrastructure that is owned by Motorola and serves as a temporary replacement while the Customer's Infrastructure is being repaired.
- 1.22 Maintenance: The process for determining the cause of Equipment failure, removing, repairing, or replacing Components necessary to conform the Equipment with the manufacturer's specifications along with system-specific specifications, delivering and reinstalling the Components and placing the Equipment back into operation.
- 1.23 Motorola Software: Software whose copyright is owned by Motorola or its affiliated company.
- 1.24 Non-Motorola Software: Software whose copyright is owned by a party other than Motorola or its affiliated company.
- 1.25 Notification: The point in time when the Customer contacts Motorola and requests service.
- 1.26 Optional Feature: An additional Feature issued with a Core Release that is available to Customer at additional cost.
- 1.27 Response: The event when a technician, a remote systems technologist or a remote network specialist begins actively to work on the technical issue, remotely or on-site, as determined by Motorola.
- 1.28 Restore/Restoration: The effort required to bring Equipment to the level for which it was designed, engineered and adjusted for performance in accordance with the manufacturer's published specifications, although such Equipment may not necessarily be malfunctioning.
- 1.29 Servicer: a Motorola Authorized Service Station or Motorola Field Service personnel.
- 1.30 Severity Level: The degree of adverse impact of an issue or Event.
- 1.31 Software: The Software furnished with the System including any Motorola Software and Non-Motorola Software.
- 1.32 Software License Agreement: The agreement or portion of an agreement pursuant to which Motorola licenses Software to Customer, including Core Releases and Enhancement Releases.
- 1.33 Special Product Feature: A Feature that is specially developed for Customer and which contains a functionality that is unique to Customer.
- 1.34 Standard Business Day: Monday through Friday, 8:30 a.m. to 4:30 p.m., local time, excluding Motorola holidays.

- 1.35 Standard Feature: A software functionality for components of Customer's System that is available to Customer in the standard software release.
- 1.36 Start Date: Effective start date as listed on the Agreement.
- 1.37 System: The communications system as defined in the Communications System Agreement or other applicable Agreement.
- 1.38 System Acceptance: Unless Warranty otherwise defined in the Communications System Agreement, the date upon which Motorola has successfully completed all of the System tests as described in the acceptance test plan.
- 1.39 System Support Center or SSC: a Motorola facility located in Schaumburg, Illinois, the purpose of which is to serve as Motorola's centralized system support facility to compliment the field support resources.
- 1.40 Systemic: A recurring Software or hardware defect that significantly affects the operation of the System.
- 1.41 Technical Support Operations or TSO: A centralized telephone support help desk that provides technical support for Motorola customers who have purchased products from Motorola's Government & Enterprise Mobility Solutions business or who have a contract for technical support.
- 1.42 Vendor: Any manufacturer (other than Motorola) or third party that services or repairs Infrastructure or subscriber equipment.
- 1.43 Verification: Contacting the appropriate designated person to verify the System is operational (original problem resolved) and closing the Case.
- 1.44 Work-around: A change in the followed procedures or data supplied by Vendor to avoid error without substantially impairing use of the Equipment.
- 1.45 Work Flow: A step-by-step process including instruction or direction for routing, handling, and processing information at a given agency.

2.0 Custom Warranty Statement of Work

2.1 Description of Services

Custom Warranty is a service support package designed to support both the software and hardware components of a new System during the Custom Warranty Period. During the Custom Warranty Period, Custom Warranty services supplement and complement the warranty as described in the Communications System Agreement. The Custom Warranty services are included in the price of the System. After the Custom Warranty Period expires, these services are available for purchase under a separate agreement. Custom Warranty services will be provided in accordance with the terms and conditions set forth herein. If any conflict exists between the Statement of Work provisions and the terms and conditions, the terms and conditions shall prevail. Motorola Custom Warranty is comprised of the following services that are described in greater detail in this Statement of Work:

2.1.1 Network Monitoring

2.1.1.1 Network Monitoring (Applies only to ARMER Sites/associated Base Stations)

2.1.1.2 Dispatch Service



- 2.1.1.3 OnSite Infrastructure Repair (7x24)
 - 2.1.2 Technical Support
 - 2.1.3 Annual Network Preventative Maintenance
 - 2.1.4 Advanced Replacement
 - 2.1.4.1 Infrastructure Repair
 - 2.1.5 Software Maintenance Agreement
 - 2.1.6 Infrastructure Software Installation
- 2.2 Expansion, Replacement, or Phased Implementation Equipment
- If after System Acceptance new Equipment is being integrated with an existing System to expand the System, replace a major part of the System, or provide a subsequent phase of the System if it was originally sold as a multiple phase project, then such new Equipment will be covered as follows:
- If the existing System is covered under its original Custom Warranty program, the new Equipment will be covered as if it were part of the original System for the remainder of the Custom Warranty Period.
- If the existing System is not covered under its original Custom Warranty program but is covered under a service agreement with Motorola to provide services, then the new Equipment will be covered at the same level of service for the remainder of the term of that service agreement and the price for the service agreement will be increased to cover the additional Equipment.
- If the existing System is not covered under either its original Custom Warranty program or a service agreement with Motorola, the new Equipment is covered only by the Equipment warranty and not by Custom Warranty.
- 2.3 General Description of Custom Warranty Statement of Work
- 2.3.1 Motorola has the following responsibilities:
 - 2.3.1.1 All services described in the Custom Warranty Statement of Work will be provided in accordance with the terms of the Agreement and will cover only the Equipment and related Motorola Software.
 - 2.3.1.1 Prepare a Customer Support Plan in conjunction with the Customer, preferably before System Acceptance.
 - 2.3.2 Customer has the following responsibilities:
 - 2.3.2.1 Prepare a Customer Support Plan in conjunction with Motorola, preferably before System Acceptance. The Customer must provide all information necessary to complete the Customer Support Plan.
 - 2.3.2.2 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Custom Warranty services to Customer.

3.0 Network Monitoring Statement of Work

- 3.1 Description of Services

Overview: Motorola will provide Network Monitoring service to the Customer. This service is applicable only for the following system types: ASTRO 25 release 6.3 and higher. Applies only to ARMER Site and associated Base Stations.

When the Motorola System Support Center (SSC) detects an Event, trained technologists will acknowledge the Event, run remote diagnostic routines, and initiate an appropriate Response. The Servicer will respond to the Customer location based on pre-defined Severity Levels and Response times in order to Restore the System (see the Severity Definitions Table and the Response Time Table in Appendix 1).

Motorola will provide Case Management as set forth herein. The SSC maintains contact with the on-site Servicer until System restoral occurs and Case is closed. The SSC will continuously track and manage Cases from open to close through an automated Case tracking process. This Case management allows Motorola to provide activity and performance reports as well as ensures timely resolution of issues.

Customer may elect to “Opt-Out” of the monitoring portion of Network Monitoring service by notifying Motorola in writing. Upon receipt of such notification Motorola will not perform further System monitoring. Customer may choose to “Opt Back In” to the monitoring portion of Network Monitoring Service for the remainder of the current term of the applicable agreement by notifying Motorola in writing, provided that (i) Customer is responsible for any equipment, engineering, testing, installation and other charges required to enable Network Monitoring Service; and (ii) Customer and Motorola execute a written change order to enable Network Monitoring Service.

If Customer receives Network Monitoring Service, certain equipment that is necessary to enable Motorola to provide this service (e.g., modem, server) will be connected to the Customer’s system on a loaned basis. Such equipment is referred to as “Motorola owned equipment” and Motorola retains title to this equipment. If Customer Opts-Out of the Network Monitoring Service during the time period which is the Custom Warranty Period plus three years (the “Loan Period”), Motorola may remove its Motorola owned equipment from Customer’s System. If Customer maintains Network Monitoring Service during the Loan Period, title to this equipment will automatically pass to Customer without further action on the part of either party at the end of the Loan Period

- 3.2 Motorola has the following responsibilities:
- 3.2.1 Recommend any needed Connectivity or monitoring equipment and coordinate installation of such equipment upon Customer’s request.
 - 3.2.2 Provide dedicated Connectivity necessary for monitoring ASTRO 25 system.
 - 3.2.3 If determined necessary by Motorola, provide Motorola owned server for monitoring Astro 25 security elements.

- 3.2.4 Verify Connectivity and Event monitoring prior to System Acceptance or Start Date.
- 3.2.5 Coordinate with Customer to maintain Motorola service authentication credentials.
- 3.2.6 Continuously receive service requests.
- 3.2.7 Perform Continuous monitoring of System Elements as set forth in the Monitored Elements Table.
- 3.2.8 Remotely access the Customer's System to perform remote diagnostics as permitted by Customer pursuant to section 3.3.1.
- 3.2.9 Attempt remote restoral, as appropriate. Some System functions may be disrupted as necessary to maintain System integrity until further validation of the Event occurs. This may include shutting down applications, applying security tools, resetting box, or instructing Servicer to reload applications and operating system software as necessary.
- 3.2.10 Create a Case as necessary when service requests are received. Gather information to perform the following:
 - 3.2.10.1 Characterize the issue
 - 3.2.10.2 Determine a plan of action
 - 3.2.10.3 Assign and track the Case to resolution.
- 3.2.11 Dispatch a Servicer, as required, by Motorola standard procedures and provide necessary Case information collected in section 3.2.11.
- 3.2.12 Ensure the required personnel have access to Customer information as needed.
- 3.2.13 Disable and enable System devices, as necessary, for Servicers.
- 3.2.14 Servicer will perform the following on-site:
 - 3.2.14.1 Run diagnostics on the Infrastructure or FRU.
 - 3.2.14.2 Replace defective Infrastructure or FRU, as applicable.
Customer, Servicer or Motorola may provide Infrastructure or FRU.
 - 3.2.14.3 Provide materials, tools, documentation, physical planning manuals, diagnostic/test equipment and any Security requirements necessary to perform the Maintenance service.
 - 3.2.14.4 If a third party Vendor is needed to restore the System, the Servicer may accompany that Vendor onto the Customer's premises.
- 3.2.15 Verify with Customer that Restoration is complete or System is functional, if required by Customer's repair Verification preference in the Customer Support Plan required by section 3.3.5. If Verification by Customer cannot be completed within 20 minutes of Restoration, the Case will be closed and the Servicer will be released.
- 3.2.16 Escalate the Case to the appropriate party upon expiration of a Response time.
- 3.2.17 Close the Case upon receiving notification from Customer or Servicer, indicating the Case is resolved.
- 3.2.18 Notify Customer of Case Status, as required by the Customer Support Plan at the following Case levels:

- 3.2.18.1 Open and closed; or
- 3.2.18.2 Open, assigned to the Servicer, arrival of the Servicer on site, deferred or delayed, closed.
- 3.2.19 Provide the following reports, as applicable:
 - 3.2.19.1 Case activity reports to Customer.
 - 3.2.19.2 Network Security Monitoring Service reports for Customer System(s).
 - 3.2.19.3 Performance/Availability Reports
- 3.3 Customer has the following responsibilities:
 - 3.3.1 Allow Motorola Continuous remote access to obtain System availability and performance data.
 - 3.3.2 Purchase Connectivity, installation and monitoring equipment necessary for Motorola to monitor the System if recommended by Motorola. Failure to purchase such equipment as recommended by Motorola may prevent Motorola from rendering the services described in this Statement of Work.
 - 3.3.3 Maintain and manage any equipment outside of the System.
 - 3.3.4 Provide Motorola with pre-defined Customer information and preferences prior to Start Date necessary to complete Customer Support Plan.
 - 3.3.4.1 Provide 7/24 security contact and escalation list
 - 3.3.4.2 Case notification preferences and procedures
 - 3.3.4.3 Repair Verification preference and procedure
 - 3.3.4.4 Database and escalation procedure forms.
 - 3.3.4.5 Submit changes in any information supplied in the Customer Support Plan to the Customer Support Manager.
 - 3.3.5 Provide the following information when initiating a service request:
 - 3.3.5.1 Assigned System ID number
 - 3.3.5.2 Problem description and site location
 - 3.3.5.3 Other pertinent information for Motorola to open a Case.
 - 3.3.6 Notify the SSC when Customer performs any activity that impacts the System. (Activity that impacts the System may include, installing software or hardware upgrades, performing upgrades to the network, or taking down part of the System to perform maintenance.)
 - 3.3.7 Allow Servicers access to Equipment (including any Connectivity or monitoring equipment) if remote service is not possible.
 - 3.3.8 Allow Servicers access to remove Motorola owned server upon cancellation of service as set forth in paragraph 3.2.3.
 - 3.3.9 Supply Infrastructure or FRU, as applicable, in order for Motorola to Restore the System as set forth in paragraph 3.2.15.2.
 - 3.3.10 Maintain and store in an easily accessible location any and all Software needed to Restore the System.
 - 3.3.11 Maintain and store in an easily accessible location proper System backups.
 - 3.3.12 Verify with the SSC that Restoration is complete or System is functional, if required by the Repair Verification Preference provided by Customer in accordance with section 3.3.5.

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

3.4 MOTOROLA ASSUMES NO RESPONSIBILITY FOR ERRORS OR OMISSIONS THAT MAY OCCUR TO CUSTOMER'S SYSTEM OR OTHERWISE AS A RESULT OF THE SERVICES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE SERVICES AND THE PRE-TESTED ANTI-VIRUS DEFINITIONS, OPERATING SYSTEM SOFTWARE PATCHES, AND INTRUSION DETECTION SENSOR SIGNATURE FILES, EXPRCUSTOM WARRANTY OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNCUSTOM WARRANTY FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. FURTHER, MOTOROLA DISCLAIMS ANY WARRANTY CONCERNING THE Non-Motorola Software AND DOES NOT GUARANTEE THAT CUSTOMER'S SYSTEM WILL BE ERROR-FREE OR IMMUNE TO VIRUSES OR WORMS AS A RESULT OF THESE SERVICES.

4.0 Technical Support Statement of Work

4.1 Description of Services

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

Technical Support is applicable to the following System types: Astro 25, and Conventional Two-way.

4.2 Motorola has the following responsibilities:

- 4.2.1 Respond to requests for Technical Support for the Restoration of failed Systems and diagnosis of operation problems in accordance with the response times set forth in the Remote Technical Support Response Times table and the Severity Level defined in the Severity Definitions Table in Appendix 1 attached to this Statement of Work.
- 4.2.2 Advise caller of procedure for determining any additional requirements for issue characterization and Restoration, including providing a known fix for issue resolution when available.
- 4.2.3 Attempt remote access to the System for remote diagnostics, when possible.
- 4.2.4 Maintain communication with the Servicer or Customer in the field until close of the Case, as needed.



- 4.2.5 Coordinate technical resolutions with Vendor(s), as needed.
 - 4.2.6 Escalate and manage support issues, including systemic issues, to Motorola engineering and product groups, as applicable.
 - 4.2.7 Escalate the Case to the appropriate party if a Response time is missed.
 - 4.2.8 Provide Configuration Change Support and Work Flow changes to a System that has remote access capability.
 - 4.2.9 Determine, in its sole discretion, when a Case requires more than the Technical Support services described in this SOW and notify Customer of an alternative course of action.
- 4.3 Customer has the following responsibilities:
- 4.3.1 Before the Start Date, provide Motorola with pre-defined information that is necessary to complete the Customer Support Plan.
 - 4.3.1.1 Complete database and escalation procedure forms.
 - 4.3.1.2 Submit changes in any information supplied in the Customer Support Plan to the Customer Support Manager.
 - 4.3.2 Contact the SSC in order to access the Technical Support Operation, provide name of caller, name of Customer, System ID number, Service Agreement number (if applicable), site(s) in questions, and brief description of the problem.
 - 4.3.3 Supply on-site presence when requested by System Support Center.
 - 4.3.4 Validate issue resolution prior to close of the Case.
 - 4.3.5 Allow Motorola remote access to the System by equipping the System with the necessary Connectivity.

5.0 Network Preventative Maintenance Statement of Work

5.1 Description of Service

Network Preventative Maintenance (formerly System Survey & Analysis) will provide one operational test and alignment on the Customer's ARMER Dispatch and Infrastructure Equipment per year to ensure the equipment meets original manufacturer's specifications, as set forth in the applicable attached Tables(s) in Appendix 1. Network Preventative Maintenance will be performed during Standard Business Days. If System or Customer requirements dictate this service must occur outside of Standard Business Days, an additional charge may apply and Motorola will provide an additional quotation. Customer is responsible for any charges associated with helicopter, tower crews or other unusual access requirements or expenses.

5.2 Motorola has the following responsibilities:

- 5.2.1 Notify the Customer of any possible System downtime needed to perform this service.
- 5.2.2 Physically inspect the Infrastructure Equipment in the system (equipment cabinets, general circuitry, fault indicators, cables, and connections).
- 5.2.3 Remove any dust, and/or foreign substances from the Infrastructure.

- 5.2.4 Clean filters, if applicable.
- 5.2.5 Measure, record, align, and adjust the Infrastructure Equipment parameters in accordance with the manufacturer's service manuals and the Rules and Regulations of the Federal Communications Commission (FCC), where applicable.
- 5.3 Customer has the following responsibilities:
 - 5.3.1 Provide preferred schedule for Network Preventative Maintenance to Motorola.
 - 5.3.2 Authorize and acknowledge any scheduled System downtime.
 - 5.3.3 Maintain periodic backup of databases, Software applications and Firmware.
 - 5.3.4 Establish and maintain a suitable environment (heat, light, and power) for the Equipment location and provide the Servicer full, free, and safe access to the Equipment so that the Servicer may provide services. All sites shall be accessible by standard service vehicles.

6.0 Advanced Replacement Statement of Work

6.1 Description of Services

When available, Motorola will provide Customer with an Advanced Replacement unit(s) or FRU(s) in exchange for Customer's malfunctioning FRU(s). Non-standard configurations, Customer-modified Infrastructure and certain third party Infrastructure are excluded from Advanced Replacement service. Malfunctioning FRU(s) will be evaluated and repaired by IDO and returned to IDO FRU inventory upon completion of repair. In cases where Advanced Replacement is not available or when a Customer requires the exact serial number to be returned, a FRU may be available on a Loaner basis.

6.2 Motorola has the following responsibilities:

- 6.2.1 Use commercially reasonable efforts to maintain an inventory of FRU.
- 6.2.2 Provide new or reconditioned units as FRU to Customer or Servicer, upon request and subject to availability. The FRU will be of similar kit and version, and will contain like boards and chips, as the Customer's malfunctioning Infrastructure.
- 6.2.3 Program FRU to original operating parameters based on templates provided by Customer as required in Section 6.3. If Customer's template is not provided or is not reasonably usable, a standard default template will be used.
- 6.2.4 Properly package and ship Advanced Replacement FRU from IDO's FRU inventory to Customer's specified address.
 - 6.2.4.1 During normal operating hours of Monday through Friday 7:00am to 7:00pm CST, excluding holidays FRU will be sent next day air via Federal Express Priority Overnight or UPS Red unless otherwise requested. Motorola will pay for such shipping, unless

- Customer requests shipments outside of the above mentioned standard business hours and/or carrier programs, such as NFO next flight out. In such cases, Customer will be subject to shipping and handling charges.
- 6.2.4.2 When sending the Advanced Replacement FRU to Customer, provide a return air bill in order for Customer or Servicer to return the Customer's malfunctioning FRU. The Customer's malfunctioning FRU will become property of IDO and the Customer will own the Advanced Replacement FRU.
- 6.2.4.3 When sending a Loaner FRU to Customer, IDO will not provide a return air bill for the malfunctioning Infrastructure. The Customer is responsible to arrange and pay for shipping the malfunctioning Infrastructure to IDO. IDO will repair and return the Customer's Infrastructure and will provide a return air bill for the customer to return IDO's Loaner FRU.
- 6.2.5 Receive malfunctioning Infrastructure from Customer and document its arrival, repair and return.
- 6.3 Customer has the following responsibilities:
- 6.3.1 Contact or instruct Servicer to contact the System Support Center and request an Advanced Replacement or Loaner FRU before shipping the malfunctioning Infrastructure.
- 6.3.1.1 Provide model description, model number, serial number, type of System and Firmware version, symptom of the problem and address of site location for FRU or Infrastructure.
- 6.3.1.2 Indicate if the Infrastructure being sent in for service was subjected to physical damage or lightning damage.
- 6.3.1.3 Follow Motorola instruction regarding inclusion or removal of Firmware and Software applications from Infrastructure being sent in for service.
- 6.3.1.4 Provide Customer purchase order number to secure payment for any cost described herein.
- 6.3.2 Pay for shipping of Advanced Replacement or Loaner FRU from IDO if Customer requested shipping outside of standard business hours or carrier programs
- 6.3.3 Within five (5) days of receipt of the Advanced Replacement FRU from IDO's FRU inventory, properly package Customer's malfunctioning Infrastructure and ship the malfunctioning Infrastructure to IDO for evaluation and repair. Customer must send the return air bill, referenced in 6.2.4.3 above back to IDO in order to ensure proper tracking of the returned Infrastructure. Customer will be subject to a replacement fee for malfunctioning Infrastructure not properly returned.
- 6.3.4 If received, Customer must properly package and ship Loaner FRU back to IDO within five (5) days of receipt of Customer's repaired FRU.
- 6.3.5 Maintain templates of Software/applications and Firmware for reloading of Infrastructure

ASTRO® 25 Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes
Antenna Systems	Excludes all Equipment such as bi-directional amplifiers, multicouplers, combiners, tower top preamplifiers, antennas, cables, towers, tower lighting, and transmission lines.
Backhaul	Includes PTP (Point-to-Point Wireless) PTP 49600 and 800 licensed series. Excludes all other technologies.
Base Station(s) and Repeater(s)	Includes Quantar, STR3000, GTR8000, GTR8000 HPD, IntelliRepeater, Network Management (Please refer to the SOW for details, is not available on all stations). Quantar high power booster power amplifier, power supply and control board. Excludes Fan Modules, Dual Circulator Tray, and Site RMC Tray.
Central Electronics Bank(s)	Includes Logging Recorder Interface and Network Hub, NICE logging recorders. Excludes All other technologies.
Channel Bank(s)	Includes Premisys, Telco, and IMACS models 600, 800. Excludes Siemens.
Comparator(s)	Includes Spectratrac, Digitac, and ASTRO-tac 9600, GMC8000, Comparators.
Computer(s)/Workstations/Modems	Includes computers (Pentium I, II, III, IV) directly interface with or control the communications System, including Systemwatch II, PT800 tablet HP x1100, HPx2100, HP xw4000-4600, HP VL600, HP VL800, ML850 laptop, MW800, ML900 laptop, Compaq XW4000. Includes keyboards, mice, and trackballs. Excludes all other laptop and desktop computer technologies and all 286, 386, 486 computers; defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel display image retention.
Console(s)	Includes Centracom Gold Elite, MCC7500, MCC5500, MIP5000 as part of complete communication System – Includes: headset jacks, dual footswitches, and gooseneck microphones. Excludes: Cables.
Controller – trunking	Includes SmartNet II prime and remote controllers, MTC3600, GCP8000, Site Controller PSC9600, CSC7000, MTC9600, MZC3600, and MZC5000. Excludes SSMT and SCMS controllers. CD ROM Drive, Fan Tray.
Dictaphones and Recording Equipment	Excludes all types and models.
Digital Interface Unit(s)	Included.
Digital Signaling Modem(s)	Included upon modem model availability.
Digital Voice Modem(s)	Included upon modem model availability.
Embassy Switch	Includes AEB, AIMI, ZAMBI, and AMB.
Keyload Variable Loader	Included.
Links	Includes PTP 49600 and 800 licensed series.
Logging Recorder	Includes NICE. Excludes All other technologies
Management Terminals	Includes computers (Pentium I, II, III, IV) directly interface with or control the communications System, including Systemwatch II. Excludes laptop computers and all 286, 386, 486 computers.

MBEX(s) or NOVA Interconnect	Included.
Microwave Equipment	Excluded from service agreement but may be repaired on an above contract, time and material basis. All equipment must be shipped to IDO. Excludes any on-site services.
Monitor(s)	Includes all Motorola certified monitors connected to computers that directly interface with or control the communications System. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel displays image retention. Monitors not shipped by Motorola and/or cannot be confirmed by a Motorola factory order number.
Moscad	Only NFM (Network Fault Management), as part of communication System only, RTU, SDM Site Manager RTU. Standalone MOSCAD and System Control and Data Acquisition (SCADA) must be quoted separately. Excludes Fire alarming systems.
Network Fault Management	Includes Full Vision. Excludes NMC.
Packet Data Gateway	Includes Non-Redundant, High Power Data.
Printer(s)	Includes printers that directly interface with the communications System.
RAS(s)	Excludes RAS 1100, 1101 and 1102.
Receiver(s)	Includes Quantar, MTR2000 and ASTRO-TAC, GTR8000, GTR8000 HPD Receivers. Excludes Fan Modules, Dual Circulator Tray, and Site RMC Tray.
Routers	Includes ST5500, ST5598, S2500-S6000.
Servers	Includes: Netra 240, cPCI, HP DL360, HP ML370, hp ML110, hp TC2110, 2120 Data Collection Device Server, HP InfoVista Server. IR8000 series, LX4000 series, Intel Server TSRL-T2, TIGPR2U, Proventia 201 Linux IDSS, Proventia GX4002C, Trak9100. Network Management Server includes cPCI Chassis, Power Supply, Fan Tray, Controller Hard Drive, CD ROM Drive, Tape Drive, CPU, Client PC's, Core Security Management Server, Firewall Servers, Intrusion Detection Sensor Server. Excludes Dell Servers, Monitors, Memory Module 0182915Y02, Rear Fan RLN5352, Central Process Card 0182915Y01.
Simulcast Distribution Amplifier(s)	Included.
Site Frequency Standard(s)	Includes Rubidium, GPS and Netlocks systems sold with the Motorola System.
Switch	Avaya Dfinity PBX, S8300, S8500. Nortel Passport 7480, Cisco Catalyst 6509, HP 5308 LAN switch, HP ProCurve Switch 2524, 2650, 2626, 3Com PS40, SS1100.
Universal Simulcast Controller Interface(s)	Included.
UPS Systems	Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes any on-site services. Excludes all batteries.
Workstation	Included.

7.0 Software Maintenance Agreement Statement of Work

7.1 Description of Service

Motorola will provide to Customer Software Maintenance services in accordance with this Statement of Work. Motorola will provide periodic software bulletins to Customer at its address for notice purposes (or at another address that Customer may direct in writing). These software bulletins announce and explain Enhancement Releases and Core Releases for Motorola and Non-Motorola Software that are available to Software Maintenance Customers for use with their upgrade-capable Motorola Equipment covered by these services. Some Motorola Software (e.g., Software developed or provided by a Motorola business sector other than the Government & Enterprise Mobility Solutions business; Radio Service Software; and ISD Software) are not covered. Motorola will provide applicable Enhancement Releases or Core Releases as ordered by Customer.

Software Maintenance includes design services for Enhancement Releases only. Motorola will review System audit data (when this service is performed by Motorola) along with an equipment list to avoid potential Software incompatibilities between equipment that is being upgraded versus equipment which is not being upgraded with the Enhancement Release. Motorola will identify additional equipment and engineering, if applicable, for the System that is required as a result of the upgrade and will recommend a plan for installation of this additional equipment in addition to the core or enhancement release. Implementation of this installation plan is not included with the Software Maintenance services.

Software Maintenance services are not intended to, and do not, cover software support for virus attacks, games or other applications that are not part of the System, or misuse of the covered Software. Unless otherwise expressly provided in this Custom Warranty Statement of Work, Motorola is not responsible for management of anti-virus or other security applications (such as Norton).

Additional Provisions for Software Maintenance services that begin after December 31, 2004, concerning SmartZone 4.1 and Astro 25 Trunking Systems: Motorola recommends that Customer maintains continuity in receiving Software Maintenance services until Customer decides to no longer install additional Enhancement Releases. If, contrary to this recommendation, Customer discontinues Software Maintenance services and later decides to reinstitute Software Maintenance services, then Motorola will provide those Software Maintenance services retroactively to the date such services were discontinued.

7.2 Motorola has the following responsibilities:

- 7.2.1 Provide to Customer the software bulletins announcing Enhancement Releases and Core Releases.
- 7.2.2 Provide to Customer (in response to a Customer order) those Features included in an Enhancement Release that apply to the Motorola Software in Customer's existing System components.



- 7.2.3 Perform the following Software upgrade design:
 - 7.2.3.1 Review Infrastructure System audit data as needed.
 - 7.2.3.2 Identify additional System equipment needed to implement an Enhancement Release, if applicable.
 - 7.2.3.3 Complete a proposal defining the Enhancement Release, Equipment requirements, installation plan, and impact to System users that will fulfill the Customer's upgrade requirements.
 - 7.2.3.4 Advise Customer of probable impact to System users during the actual field upgrade implementation.
- 7.2.4 Provide to Customer (in response to a Customer order) those Standard Features included in a Core Release that apply to the Motorola Software in Customer's existing System components. Optional Features issued with a Core Release are not included under these Software Maintenance services but are available to Customer, under a separate agreement at a discount from current list price (20% for voice System Optional Features and 15% for data System Optional Features). Once an Optional Feature is provided to Customer, Enhancement Releases for that Optional Feature are available at no additional charge.
- 7.3 Customer has the following responsibilities:
 - 7.3.1 Customer must contact its Motorola representative to order an available Enhancement Release or Core Release as directed in the Customer Support Plan.
 - 7.3.2 Contact Motorola upon receiving a bulletin to engage the appropriate Motorola resources for an Enhancement Release.
 - 7.3.3 Review Software installation plans and impact to the users with appropriate Customer personnel.
- 7.4 Special provisions: the following provisions apply to the Software Maintenance services except that Sections 7.4.6, 7.4.7, and 7.4.8 apply only after, but not during, the Custom Warranty Period.
 - 7.4.1 Customer acknowledges that if it's System has a Special Product Feature, additional engineering may be required to prevent an installed Enhancement Release or Core Release from overwriting the Special Product Feature. Upon request, Motorola will determine whether a Special Product Feature can be incorporated into an Enhancement Release or Core Release and whether additional engineering effort is required.
 - 7.4.2 Customer is encouraged to install periodically Enhancement Releases because they may include minor performance enhancements and will keep the System current. In addition enhancement releases may contain updated versions of third party software enabling customers to obtain optimal support for these products. Customer is encouraged to migrate the Motorola Software to the most current Core Release because Enhancement Releases are available for a limited time for a given core

- release as defined by Motorola's life cycle roadmap. If Customer's System is not maintained to a currently supported Software version, all Core Releases and Enhancement Releases may not be compatible with Customer's existing System.
- 7.4.3 Additional hardware, software, or engineering services may be required if Customer desires to upgrade or migrate to a particular Core Release or Enhancement Release. If the size and complexity of Customer's System warrants, Motorola may provide consultation services to determine the technological, operational and financial impact of installing a particular Core Release or Enhancement Release on the System, pursuant to a separate agreement. Customer must pay for such consulting services and for any other engineering services, hardware, and software that are required to upgrade or migrate Customer's System due to each Enhancement Release or Core Release that Customer orders.
- 7.4.4 Customer may use the Software (including any Enhancement Releases and Core Releases) only in accordance with the applicable Software License Agreement. Nothing in this Statement of Work or caused by Motorola rendering these Software Maintenance services is intended to modify the Software License Agreement or to alter Motorola's intellectual property rights in and to its Software.
- 7.4.5 Software Maintenance services do not include repair or replacement of hardware or Software caused by defects that are not corrected by the Enhancement Releases and Core Releases, nor does it include repair or replacement of defects resulting from any nonstandard or improper use or conditions or from unauthorized installation of Software.
- 7.4.6 Customer may terminate Software Maintenance services at any time by giving written notice of termination to Motorola. Such termination will be effective at the next annual anniversary date following Motorola's receipt of the notice of termination and may be partial if that is reasonably necessary to accommodate a significant change to Customer's System configuration.
- 7.4.7 These Software Maintenance services and the parties' duties described in this Statement of Work will automatically terminate if Motorola no longer supports the Software version in Customer's System or discontinues the Software Maintenance program; in either case, Motorola will refund to Customer any prepaid fees for Software Maintenance services applicable to the terminated period.
- 7.4.8 Motorola may suspend or terminate these Software Maintenance services, if Customer fails to pay Motorola any fees for Software Maintenance services when due, Customer breaches the Software License Agreement or the Agreement, Customer's rights to use the Software under the Software License Agreement expires or is terminated, or Customer replaces its Motorola System with a system from another manufacturer.

Due to the unique multi-owner design of the MN Metro/ARMER Network, as well as the complexity of the communications system itself, the Software version of Murray



County's' equipment must shadow the MN Metro/ARMER System Software version level exactly.

8.0 Infrastructure Software Installation Statement of Work

8.1 Description Of Service

Infrastructure Software Installation provides the technical resources to install and activate one (1) Enhancement Release per year. Subscriber software installation is not included in this service.

8.2 Motorola has the following responsibilities:

- 8.2.1 Install Enhancement Release on infrastructure equipment only that has been provided pursuant to the Software Maintenance Statement of Work.
- 8.2.2 Install additional hardware and software as required by the Enhancement Release.

8.3 Customer has the following responsibilities:

- 8.3.1 Purchase additional Equipment needed to implement an Enhancement Release.
- 8.3.2 If the Servicer is required to travel beyond two (2) hours or one hundred twenty (120) miles by vehicle from the prime site to a remote site to deliver this service, the Customer is responsible for incremental travel and expenses incurred.
- 8.3.3 Inform System users of upgrade plans and scheduled System downtime. Perform appropriate system backups and make them readily available during the installation of the Enhancement Release.
- 8.3.4 Properly store and make available purchased software and hardware needed for installation of the Enhancement Release.

Appendix 1

Severity Definitions Table

Severity Level	Problem Types
Severity 1	<ul style="list-style-type: none"> ▪ Response is provided Continuously ▪ Major System failure ▪ 33% of System down ▪ 33% of Site channels down ▪ Site Environment alarms (smoke, access, temp, AC power.) as determined by SSC. ▪ This level is meant to represent a major issue that results in an unusable system, sub-system, Product, or critical features from the Customer's perspective. No Work-around or immediate solution is available.
Severity 2	<ul style="list-style-type: none"> ▪ Response during Standard Business Day ▪ Significant System Impairment not to exceed 33% of system down ▪ System problems presently being monitored <p>This level is meant to represent a moderate issue that limits a Customer's normal use of the system, sub-system, product, or major non-critical features from a Customer's perspective</p>
Severity 3	<ul style="list-style-type: none"> ▪ Response during Standard Business Day ▪ Intermittent system issues ▪ Information questions ▪ Upgrades/preventative maintenance ▪ This level is meant to represent a minor issue that does not preclude use of the system, sub-system, product, or critical features from a Customer's perspective. It may also represent a cosmetic issue, including documentation errors, general usage questions, recommendations for product enhancements or modifications, and scheduled events such as preventative maintenance or product/system upgrades.

OnSite Infrastructure Response Times Table

SEVERITY	RESPONSE
Severity 1	Within 4 hours from receipt of Notification Continuously
Severity 2 *	Within 4 hours from receipt of Notification Standard Business Day
Severity 3 *	Within 24 hours from receipt of Notification Standard Business Day

*Standard Business Day

Remote Technical Support Response Times

SEVERITY	RESPONSE
Severity 1	Within 1 Hour from receipt of Notification, Continuously
Severity 2*	Within 4 Hours from receipt of Notification, Standard Business Day
Severity 3*	Within next Business Day, Standard Business Day

*Standard Business Days

ASTRO® 25 6.x & 7.x Network Preventative Maintenance Checklist

ASTRO® 25 6.x, & 7x	Operational Check (where applicable) Reference existing site PM documents for exact measurements
Co-Located/Remote Site Repeater(s), Control Station(s)	TX Frequency in Hz TX Power Output of Station (Forward/Reflected) TX Power Output out of Combiner (Forward/ Reflected) TX Low Speed Deviation TX Test Pattern Deviation TX BER RX Tower/Rack Mounted Amplifier RX RF Level at 5% BER at Receiver and Through Multi-Coupler Receiver Desense/ Degradation do to Site Noise and TX Desense Wireline Audio Input & Output Levels
Site Controllers	Check Lights/Fan Operation Check/Align Frequency Standard Roll to Redundant Controller (pre-approved by customer) Test Site Trunking/Failsoft Modes (pre-approved by customer) Multiple Control Channel Switching (pre-approved by customer)
Router/Switches	Check Lights/Fan Operation Check Diagnostics/Alarms Power Supply Voltages
All Equipment	
GPS	Roll to Redundant Receive Reference Module (pre-approved by customer) Frequency Standards (check 1 PPS, 5 MPPS, composite) Check Power Supply Voltages
Power UPS	Check Diagnostics/Alarms

Generator	AC/DC Voltages/Batteries Switch-Over Operations Switch to Generator Power (pre-approved by customer) Switch to Battery Power (pre-approved by customer)
AC to DC Power Unit (RF equipment)	Check Diagnostics/Alarms
All Equipment	
Trunking Test (Completed at all sites)	Talkgroup Test Multigroup Call Private Call Secure Call