

AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, _____, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as “SBBC”),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

MOTOROLA SOLUTIONS, INC.

(hereinafter referred to as “Motorola”),
whose principal place of business is
500 West Monroe Street,
Chicago, IL 60661

WHEREAS, Rule 6A-1.012(6), Florida Administrative Code and School Board Policy 3320, Part II, subparagraph M, states that in lieu of requesting competitive solicitations from three (3) or more sources, SBBC may make purchases at or below the specific prices from contracts awarded by other city or county governmental agencies, other districts school boards, community colleges, federal agencies, the public or governmental agencies of any state, or from state university system cooperative bid agreements, when the proposer awarded a contract by another entity will permit purchases by a district school board at the same terms, conditions and prices (or below such prices) awarded in such contract, and such purchases are to the economic advantage of the district school board;

WHEREAS, Scott J. Israel, as Sheriff of Broward County, Florida (hereinafter referred to as “Sheriff”) awarded a contract to Motorola Solutions, Inc. and entered into an agreement on January 18, 2018, (hereinafter referred to as BSO Agreement”) with Motorola Solutions, Inc. for the purchase of products and related services which commenced on January 18, 2018 and expires on January 17, 2023, see BSO Agreement attached as **Attachment 1**; and

WHEREAS, Motorola will permit SBBC to purchase products and services through the BSO Agreement upon the same terms and conditions and at or below the prices set forth therein, and such purchases are to the advantage of SBBC; and

WHEREAS, SBBC desires to acquire products and related services from Motorola at the same terms, conditions and at or below prices set forth in the BSO Agreement, and as renewed by the Sheriff.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the Term of this Agreement shall commence upon the execution of all parties and conclude on January 18, 2022. The Term of the Agreement may, by mutual agreement between SBBC and Motorola be extended for two additional one-year periods. SBBC’s Procurement & Warehousing Services Department, will, if considering renewal, request a letter consenting to renewal from Motorola, prior to the end of the Term. Any renewal period shall be approved by an Amendment to this Agreement executed by both parties.

2.02 **Description of Goods and Services Provided.**

- (a) **Services.** Motorola shall make available to SBBC services as described in **Attachment 2.**
- (b) **Equipment and Products.** Motorola shall allow SBBC to purchase the products and equipment as listed in **Attachment 3.** Motorola shall provide the products and equipment at the rates in Motorola’s Domestic User Price Book at the time an order is placed, less the discounts listed in **Attachment 3.**
- (c) Title and risk of loss to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.
- (d) The name and address for invoicing and the ultimate ship to destination where the Equipment will be delivered to Customer will be stated on each order.

Name: Accounts Payable, Director

Address: 600 S.E. 3rd Avenue, 7th Floor, Ft. Lauderdale, Fl. 33301

Phone: 754-321-2270

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

2.03 **Cost of Products, Equipment and Services.** In consideration for the purchase of products, equipment and services, SBBC shall pay Motorola for products, equipment and services rendered under this Agreement in accordance with **Attachment 2** and **3**, and upon the terms, conditions and specifications in the **Attachment 2** and **3**.

2.04 **Payment.** SBBC shall pay Motorola for services rendered and equipment received, inspected and found to comply with the terms and specifications of this Agreement and free of damage or defect and properly invoiced. Payment shall be made a minimum of 30 days after delivery, authorized inspection and acceptance.

2.05 **Priority of Documents.** In the event of a conflict between documents, the following priority of documents shall govern.

First: This Agreement, then;
Second: BSO Agreement

2.06 **SBBC Disclosure of Education Records.** Although no student education records shall be disclosed pursuant to this Agreement, should Motorola come into contact with education records during the course of contracted responsibilities, these records are confidential and protected by the family Educational Rights and Privacy Act (FERPA) and state laws and shall not be used or re-disclosed. Any use or re-disclosure may violate applicable federal and state laws.

2.07 **Inspection of Motorola's Records by SBBC.** Motorola shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All Motorola's applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the conforming performance of the terms and conditions of this Agreement and to evaluate, analyze and verify the applicable business records of Motorola directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year. Motorola shall not be required to disclose its confidential and proprietary raw costs or pricing data.

(a) **Duration of Right to Inspect.** For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to Motorola's records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to Motorola pursuant to this Agreement.

(b) **Notice of Inspection.** SBBC's agent or its authorized representative shall provide Motorola reasonable advance written notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation or reproduction.

(c) **Audit Site Conditions.** SBBC's agent or its authorized representative shall have access to Motorola's facilities during regular business hours and to any and all records

reasonably related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(d) Failure to Permit Inspection. Failure by Motorola to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for SBBC's denial of some or all of any Motorola's disputed claims for payment.

(e) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by Motorola in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by Motorola. If the audit discloses billings or charges to which Motorola is not contractually entitled, Motorola shall pay said sum to SBBC within forty-five (45) calendar days of receipt of written demand unless otherwise agreed to in writing by both parties.

(f) Inspection of Subcontractor's Records. If applicable, Motorola shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by Motorola to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to Motorola pursuant to this Agreement and such excluded costs shall become the liability of Motorola.

(g) Inspector General Audits. Motorola shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.08 Notice. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail or overnight courier with receipt, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Chief Information Officer
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida

To Motorola: Motorola Solutions, Inc.
Legal, Government Affairs and Corporate Communications

500 West Monroe Street, 43th Floor
Chicago, IL 60661
Attn: Judy Jean-Pierre, Sr. Counsel

2.09 **Background Screening.** Motorola shall comply with all requirements of Sections 1012.32, 1012.465, 1012.467 and 1012.468, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of Motorola or its personnel providing any services under the conditions described in the previous sentence. Motorola shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Motorola personnel. The parties agree that the failure of Motorola to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Motorola agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of negligent physical or mental injury, death or property damage resulting from Motorola's failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467 and 1012.468, Florida Statutes.

2.10 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. Motorola shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, Motorola shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. Motorola shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if Motorola does not transfer the public records to SBBC. Upon completion of the Agreement, Motorola shall transfer, at no cost, to SBBC all public records in possession of Motorola or keep and maintain public records required by SBBC to perform the services required under the Agreement. If Motorola transfers all public records to SBBC upon completion of the Agreement, Motorola shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Motorola keeps and maintains public records upon completion of the Agreement, Motorola shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.11 **Liability.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

(a) **By SBBC.** SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

(b) **By Motorola.** Motorola agrees to indemnify, hold harmless and defend SBBC, and its employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by Motorola, its agents, servants or employees; the equipment of Motorola, its agents, servants or employees while working on such equipment on premises owned or controlled by SBBC; or the negligence of Motorola or the negligence of Motorola's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses are for damages, damage to SBBC's tangible property, and injury or death of any person.

(e) Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or implementation Services with respect to which losses or damages are claimed. With respect to all non-implementation Services and unless as otherwise provided under the applicable Addenda, Motorola's total liability will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Services preceding the incident giving rise to the claim. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, LOSS TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS, OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE OR THE PERFORMANCE OF SERVICES BY Motorola PURSUANT TO THIS AGREEMENT.** This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision.

2.12 **Insurance Requirements.** Motorola shall comply with the following insurance requirements throughout the Term of this Agreement:

(a) General Liability. Motorola shall maintain General Liability insurance during the term of this Agreement with limits of \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate; and limits of \$1,000,000 for Products/Completed Operations Aggregate.

(b) Professional Liability/Errors & Omissions. Motorola shall maintain Professional Liability/Errors & Omissions insurance during the term of this Agreement with a limit of \$1,000,000 per claim and aggregate covering services provided under this Agreement.

(c) Workers' Compensation. Motorola shall maintain Workers' Compensation insurance during the term of this Agreement in compliance with the limits specified in Chapter 440, Florida Statutes, and Employer's Liability limits shall be \$1,000,000/\$100,000/\$1,000,000 (each accident/disease-each employee/disease-policy limit).

(d) Auto Liability. Motorola shall maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage limits of \$1,000,000 Combined Single Limit.

(e) Acceptability of Insurance Carriers. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(f) Verification of Coverage. Proof of the required insurance must be furnished by Motorola to SBBC's Risk Management Department by Certificate of Insurance within five business (5) days of the date of execution of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences to permit Motorola to remedy any deficiencies.

(g) Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

- 1) The School Board of Broward County, Florida, its members, officers, employees and agents are included as additional insured with respect to the general and automobile liability policies.
- 2) All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.
- 3) Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P.O. Box 4668-ECM, New York, New York 10163-4668.

(h) Cancellation of Insurance. Motorola is prohibited from providing services under this Agreement with SBBC without the required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

2.13 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

2.14 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

2.15 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or over payment. Any such excess funds shall be refunded to SBBC.

2.16 **Incorporation by Reference.** **Attachments 1, 2 and 3** attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor.** The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this

Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05. However, in the event this Agreement is terminated for convenience, SBBC agrees to pay Motorola for all conforming equipment shipped and services rendered up to the date of termination.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the Term hereof upon thirty (30) calendar days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall be entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within twenty (20) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.07 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward

County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.14 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective

as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.17 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense (“Force Majeure”). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.19 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.20 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

3.21 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Heather P. Brinkworth, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE TO FOLLOWS]

FOR MOTOROLA

(Corporate Seal)

Motorola Solutions, Inc.

ATTEST:

[Signature]
Assistant Secretary
-or-

By [Signature]

Witness

Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

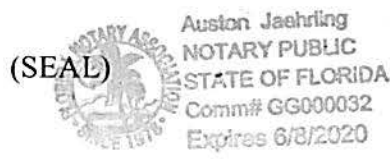
STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 3rd day of January, 2019 by Deniel Sanchez of Motorola Solutions, Inc. on behalf of the corporation/agency.

He/She is personally known to me or produced Driver License as identification and did/did not first take an oath.

My Commission Expires: 6/8/2020
[Signature]
Signature – Notary Public



Austin Jaehring
Printed Name of Notary

126000032
Notary's Commission No.

AGREEMENT**by and between****SCOTT ISRAEL, AS SHERIFF OF BROWARD COUNTY, FLORIDA****and****MOTOROLA SOLUTIONS, INC.**

THIS AGREEMENT entered into this 18TH day of January, 2018, by and between SCOTT ISRAEL, as the Sheriff of Broward County, Florida (hereinafter referred to as "BSO") and MOTOROLA SOLUTIONS, INC. (hereinafter referred to as "Motorola"). BSO and Motorola may be referred to individually as a "Party" and collectively as the "Parties". For good and valuable consideration, the Parties agree as follows:

In consideration of the terms and conditions contained herein, BSO and Motorola covenant and agree as follow:

SECTION I SCOPE OF SERVICES

This is a Master Purchase Agreement, whereby during the term of this Agreement BSO has the right, but not the duty, to purchase from time to time Products and related services, including parts. Pricing for the Products and Services will be pursuant to the List of Products and Pricing, Section 1.2 and 4.1. Motorola will provide, ship, and install (if applicable) the Products, and perform the Services and its other contractual responsibilities, all in accordance with this Agreement. BSO will perform its contractual responsibilities in accordance with this Agreement.

1.1 Products. Pricing for the Products is based upon Motorola's then current calendar year published list Domestic User Price Book ("DNUP") less the specified discount percentage.

1.2 Services. BSO may purchase engineering, project management, system technologist, or installation services at a 10% discount off list price for the level of effort proposed. This Agreement does not cover any other type of maintenance and support of the Products except as provided under any applicable warrant. If Motorola deems it to be appropriate, it will prepare a statement of work to describe the particular services to be provided, a test plan, or a performance schedule. If BSO wishes to purchase a system or maintenance and support, upon BSO's request, Motorola will provide a proposal that will include a separate Communications System Agreement.

Services:**Project Manager**

Motorola will designate a single individual for any project proposed that warrants a Project Manager (PM), whose primary responsibility and authority will be to manage and administer your project to completion as defined within the contract.

- Manage and refine the SOW, project schedule, implementation plan, and change orders.
- Allocate available resources, personnel, funding, and material to ensure that the system is implemented according to the scope of this project.
- Conduct an inventory of received equipment to ensure proper delivery.
- Inspect the physical condition of Motorola-supplied hardware.
- Ensure that Motorola-provided equipment specifications are met.
- Verify that all site preparation is complete prior to the installation of the equipment.

- Supervise field installation and implementation teams, ensuring all on-site installation, integration, and optimization tasks are performed within contract requirements.
- Ensure quality workmanship by all Motorola personnel, vendors, and subcontractors
- Prepare for and conduct regular progress meetings and provide progress reports as required.
- Obtain BSO sign-off and acceptance upon completion of training, installation, and acceptance testing.
- Escalate resolution of any issues encountered during system implementation.
- Manage the project to your satisfaction.
- Ensure successful transition to the warranty and maintenance phase.

System Engineer

A Motorola System Engineer is for any project proposed that warrants an engineer, primary responsibility is to ensure the technical integrity of the proposal's design.

- Analyze your needs.
- Design your system.
- Develop site design parameters.
- Develop system documentation.
- Develop the Acceptance Test Plan (ATP).
- Assist in the development of the system cutover plan.

Systems Technologist

For any project proposed that warrants a Motorola System Technologist, their primary responsibility is to ensure the professional programming and optimization with system implementation.

- Participate in all equipment programming and configuration development.
- Oversee the integration and optimization of all system hardware and software.
- Participate in the Acceptance Test Plan.
- Assist in the development and execution of the system cutover plan.

Radio Subscriber Services**Motorola South Florida Sold Services**

Prices are valid for use by Authorized Motorola Service Facility. Annual adjustments may occur at each annual renew.

APX RADIO SUBSCRIBER PROGRAMMING AND INSTALL**RADIO MANANEMENT AND PROGRAMMING SOFTWARE AND EQUIPMENT**

DESCRIPTION	LIST \$	DISC %	DISC \$
RVN5224AE APX PORTABLE & MOBILE PROGRAMING SOFTWARE (3YR SUBSCRIPTION)	\$399.99	0%	\$399.99
HKN6184C MOBILE PROGRAMMING CABLE, USB	\$52.00	23%	\$40.04
PMKN4012B MOB ILE PROGRAMMING CABLE	\$77.00	23%	\$59.29
T7914 RADIO MANAGEMENT ONLINE	\$0.00	20%	\$0.00
UA00049AA ADD: RADIO MANAGEMENT LICENSES ONLINE (PER RADIO)	\$100.00	20%	\$80.00

DESCRIPTION	QTY	PRICE
RADIO PROGRAMMING or REFLASHING RADIO		
MOBILE PER RADIO	<51	\$70.00
MOBILE PER RADIO	51-100	\$54.00
MOBILE PER RADIO	>500	\$46.00
PORTABLE PER RADIO	<51	\$70.00
PORTABLE PER RADIO	51-100	\$54.00
PORTABLE PER RADIO	>500	\$46.00

RADIO

BUILDING TWO WAY RADIO PROGRAMMING TEMPLATES	QTY	PRICE
250 mode template with excel template	1	\$620.00

DASH MOUNT RADIOS (Standard Sedan or Light Trucks)	QTY	PRICE
INSTALLATION	1	\$200.00
REMOVAL AT TIME OF NEW OR RE-INSTALLATION	1	\$47.00
REMOVAL WITHOUT NEW OR RE- INSTALLATION	1	\$65.00

REMOTE/ TRUNK MOUNT RADIOS (Standard Sedan or Light Trucks)	QTY	PRICE
INSTALLATION	1	\$270.00
REMOVAL AT TIME OF NEW OR RE-INSTALLATION	1	\$65.00
REMOVAL WITHOUT NEW OR RE- INSTALLATION	1	\$80.00

DASH MOUNT RADIOS (Ambulance or Fire Truck type vehicles)	QTY	PRICE
INSTALLATION	1	\$465.00
REMOVAL AT TIME OF NEW OR RE-INSTALLATION	1	\$165.00
SECONDARY	1	\$65.00

REMOVAL AT TIME OF NEW OR RE-INSTALLATION	1	\$195.00
REMOVAL WITHOUT NEW OR RE- INSTALLATION	1	\$65.00
SECONDARY REMOVAL WITHOUT NEW OR RE- INSTALLATION		
REMOTE MOUNT	QTY	PRICE
(Ambulance or Fire Truck type vehicles)		
CUSTOMER PRICING		
SINGLE CONTROL HEAD TYPE INSTALLATION	1	\$465.00
DUAL CONTROL HEAD TYPE INSTALLATION	1	QUOTED
REQUIRE SURVEY TO ENSURE CUSTOMER EXPECTATION IS PROPERLY MET		
REMOVAL AT TIME OF NEW OR RE-INSTALLATION (SINGLE CONTROL HEAD)	1	\$165.00
REMOVAL WITHOUT NEW OR RE- INSTALLATION (SINGLE CONTROL HEAD)	1	\$270.00
REMOVAL AT TIME OF NEW OR RE-INSTALLATION (DUAL CONTROL HEAD)	1	\$170.00

REMOVAL WITHOUT NEW OR RE- INSTALLATION (DUAL CONTROL HEAD) \$	1	\$285.00
CONTROL STATIONS	QTY	PRICE
INSTALLATION: (Includes penetration of (1) wall 50 ft of 1/2 inch cable, installation of cable, connectors, yagi RF antenna type antenna)	1	\$500.00
REMOVAL	1	\$195.00

1.3. **EXCLUSIVE METHOD FOR PLACING ORDERS.** During the term of this Agreement, BSO (and any other Eligible Purchaser) may order Products or Services as described in Sections 1.1, 1.2 and 31 of this Agreement, if they are then available for sale by Motorola. Each order must refer to this Agreement as Motorola Contract No. 12-29077/JHJ, and must specify the Product by model number, the unit price, the number of units being purchased, and the extended price; concerning services, each order must specify the type of services being purchased. Motorola will make reasonable efforts to deliver the ordered subscriber and accessory Products within six (6) weeks from receipt of order or sooner and to perform the services in a reasonably prompt manner. Motorola will make reasonable efforts to also ship other Products outside of subscribers and accessories within eight (8) weeks. Motorola will make best efforts to ship all orders within the time listed above, however this will be dependent on product availability at time of purchase and the location of ship acceptance. BSO may also track shipping by viewing orders using Motorola Online ("MOL"). Alternatively, BSO 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. The applicable provisions of this Agreement will govern the purchase and sale of the Products and services, notwithstanding any different terms and conditions contained in an order or acknowledgment of an order. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

1.4. **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 the exhibits will be resolved in their listed order.

Exhibit A Motorola "Software License Agreement"

Exhibit B Parts Warranty

Exhibit C Motorola's Memorandum of Insurance

Exhibit D Drug Free Workplace Certification by Vendor

1.5 Definitions

"Contract Price" means the price for the Products, excluding applicable sales or similar taxes and freight charges.

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

"Equipment" means the equipment listed in the List of Products that BSO purchases from Motorola under this Agreement.

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

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

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

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

"Products" mean the Equipment and Software provided by Motorola under this Agreement.

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

"Software" means the Motorola Software and Non-Motorola Software in object code format that is furnished with Products.

SECTION II MANNER OF PERFORMANCE

2.1 Motorola shall perform all services in a sound and workmanlike manner. All services shall adhere to the utmost professional standards.

2.2 Motorola agrees to perform, at all times faithfully, industriously, and to the best of its ability, experience, and talent, all of the duties that may be required of and from it pursuant to the terms of this Agreement.

2.3 Neither party shall be liable for failure to perform as a result of an event, circumstance, or act of a third party that is beyond a party's reasonable control (e.g., an act of God, and 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).

SECTION III TERM

This Agreement shall commence upon execution, and remain in full force and effect for five (5) years, unless terminated or renewed as provided herein. This Agreement may be renewed upon mutual written agreement of the parties for up to four (4) consecutive one (1) year renewal periods.

SECTION IV CONSIDERATION

4.1 Motorola shall provide the Equipment based on the pricing structure in the following Price Lists and the Current version of Motorola's Domestic User Price Book at the time an order is placed.

Broward County Sheriff's Office and only Broward County Agencies will benefit from pricing discounts as follows within the applicable term. Once the Term expired the following discount matrix will be in effect.

- (2) (1) P25 APX Subscribers 40% Discount – Term two years from June 7, 2017 (June 7, 2019) APX Accessories 29% Discount – Term two years from June 7, 2017 (June 7, 2019)
- (3) P25 APS Subscriber 3 year Factory Warranty – Term effective until Broward County begins P25 System Cutover

Other Florida State and Local Agencies may use this Agreement to purchase from Motorola using the BSO Standard Discount Matrix and the BSO Large Volume Order Quantity Break Discounts Matrix.

Discount % Off of Current List Price	Category of Equipment
15%	X-Series P25 Subscribers
25%	APX P25 Subscribers
23%	X-Series/APX Accessories
15%	X-Series Non-P25 Subscribers
20%	APX Non-P25 Subscribers
15%	TRBO Subscribers and Accessories
15%	Motorola WARIS Categorized Commercial Subscribers and Accessories
15%	On all other Motorola Manufactured Equipment
25%	SCADA Equipment
8%	Motorola Drop Ship Equipment
15%	Wireless Broadband and Networking Equipment
10%	Computer Aided Dispatch (CAD)
5%	Long Term Evolution (LTE)
7%	Video Security Solutions
10%	In vehicle Camera, Si500 Dems (Body Worn Camera) and ALPR Solutions

BSO Large Volume Order Quantity Break Discounts Matrix: (This will take effect after June 9th 2019 for BSO)

Volume Breaks	APX P25 Radio Discount % off of Current List Price	APX Accessory Discount % off of Current List Price

1-499	25%	23%
500-999	30%	25%
1000-1999	33%	27%
2000 and Greater	40%	29%

4.2 Motorola shall submit invoices to the BSO detailing the equipment provided and the cost of such Equipment. BSO shall have the right to provide written objections to such invoice within seven (7) days of BSO'S receipt of such invoice. If no objection is made within such seven (7) days period, payment shall be made within ten (10) days thereafter.

4.3 Motorola shall allow other governmental entities and agencies within Broward County or the State of Florida to purchase, under the same terms and conditions, the equipment provided for in this Agreement.

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

4.5 INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the BSO at the following address:

Neesa B. Warlen, Esq., C.P.A., Director
 Bureau of Finance & Budget
 Broward Sheriff's Office
 2601 W. Broward Boulevard
 Fort Lauderdale, Florida 33311

Broward County, Florida is the ultimate destination where the Equipment will be delivered to BSO. The Equipment will be shipped to the BSO at the address(es) indicated on the purchase order. BSO may change this information by giving written notice to Motorola.

SECTION V EXPENSES

Motorola shall be fully and solely responsible for any and all expenses incurred by Motorola in the performance of this Agreement, including, but not limited to, cost of supplies, fees, licenses, bonds or its applicable taxes, and all other costs of doing business. Motorola shall not, in any manner, incur indebtedness on behalf of BSO.

SECTION VI SOVEREIGN IMMUNITY

BSO is entitled to the protections of sovereign immunity as set forth in Florida Statutes Sec. 768.28. Nothing in this Agreement is intended or shall be deemed to waive or modify BSO'S sovereign immunity.

SECTION VII SITES AND SITE CONDITIONS

7.1 ACCESS TO SITES. If Motorola is providing installation or other services, BSO will provide all necessary construction and building permits, licenses, and the like; and access to the work sites or vehicles as reasonably requested by Motorola so that it may perform its contractual duties.

7.2 **SITE CONDITIONS.** If Motorola is providing installation or other services at BSO's sites, BSO will ensure that these work sites are safe, secure, and in compliance with all applicable industry and OSHA standards. BSO will ensure that these work sites have adequate physical space; air conditioning and other environmental conditions; electrical power outlets, distribution and equipment; and telephone or other communication lines, all for the installation, use, and maintenance of the Products.

SECTION VIII ACCEPTANCE

Acceptance of the Products will occur upon delivery to BSO unless a statement of work or acceptance test plan exists and provides for acceptance verification or testing, in which case acceptance of the Products will occur upon successful completion of the acceptance verification or testing. Notwithstanding the preceding sentence, BSO's use of the Products for their operational purposes will constitute acceptance.

SECTION IX WARRANTY

9.1 **EQUIPMENT WARRANTY.** From one (1) year from the date of delivery of the Equipment provided by Motorola under this Agreement ("Warranty Period"), Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship.

9.2 **MOTOROLA SOFTWARE WARRANTY.** Motorola warrants the Motorola Software solely in accordance with the terms of the Software License Agreement and the provisions of this Section that are applicable to the Motorola Software. BSO hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement. Any Non-Motorola Software is licensed to BSO 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 BSO in accordance with, and BSO agrees to abide by, the provisions of the standard license of the copyright owner and not the Software License Agreement. Upon request by BSO, Motorola will use commercially reasonable efforts to determine whether an open source software will be provided under this Agreement; and if so, identify the open source software and provide to BSO a copy of the applicable standard license (or specify where that license may be found); and provide to BSO 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).

9.3 **SERVICES WARRANTY.** During the Warranty Period, Motorola warrants that the services have been performed in a good and workmanlike manner. BSO's exclusive remedy for a breach of this services warranty is, at Motorola's option, to re-perform the services at no cost to the BSO or refund the Contract Price of the services that were not performed in a good and workmanlike manner.

9.4 **EXCLUSIONS TO THE 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, modification, or adjustment not provided or authorized in writing by Motorola; BSO'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 cost 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, BSO 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 SHERIFF) 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 BSO 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 Products 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 X OPEN-END CONTRACT

No guarantee is expressed or implied as to the total quantity of equipment purchased under this Agreement. BSO reserves the right to use other vendors for such services.

SECTION XI EMPLOYMENT RESPONSIBILITY

11.1 Any employees utilized by Motorola to fulfill the terms and conditions of the Agreement shall be deemed employees of Motorola, not the BSO.

11.2 Accordingly, Motorola shall be responsible for assuming the cost of contributions to pension funds, insurance premiums, workers compensation funds (Chapter 440, FSA), or other recognized employee benefits.

11.3 BSO shall not be liable for, and Motorola agrees to indemnify BSO against any liability resulting from personal injury or illness, to Motorola's employees, agents, or servants during the performance of the services, duties, and responsibilities contemplated herein.

SECTION XII SUBCONTRACTORS

Motorola shall not subcontract its rights or obligations under this Agreement, unless prior written approval is received from the BSO. In the event any additional or different subcontractors are required or requested by BSO, or in the event BSO rejects the use of a particular subcontractor, such rejection must be submitted in writing and be based on just and reasonable cause. Any resultant change in contract price and/or schedule shall be mutually agreed upon.

SECTION XIII CRIMINAL HISTORY

13.1 Motorola represents that, to the best of its knowledge and belief, its principal owners, partners, corporate officers, and employees do not have any past felony criminal convictions or any pending criminal charges. Such information, if applicable, would be set forth in Motorola's Annual Report and 10-K filings.

13.2 BSO reserves the right to approve or reject, for any reason, Motorola's staff assigned to this project at any time. Motorola's employees on premises may be subject to a criminal background check at the BSO'S expense, prior to providing services pursuant to this Agreement.

SECTION XIV INDEPENDENT CONTRACTOR

14.1 Motorola has the right to provide services to others or hold itself out to the public as available to engage in agreements with others.

14.2 Motorola shall at all times be an independent contractor under this agreement, rather than an employee, agents, or representative to BSO, and no act, action, or omission to act by Motorola shall in any way obligate or bind BSO.

SECTION XV PAYMENT OF TAXES

BSO shall provide Motorola with proof of tax exemption upon execution of this Agreement. Notwithstanding anything to the contrary herein, Motorola shall not be liable for payment of any taxes that are levied against BSO as a result of the purchase, ownership, or use of the Products.

SECTION XVI TERMINATION

16.1 In the event that either party is in breach of any of terms and conditions of this Agreement, the non-breaching party shall provide written notice of such breach. The breaching party shall have ten (10) days from receipt of such notice to cure any breach under this Agreement. In the event the breaching party fails to cure such breach within the ten (10) day period, the non-breaching party reserves the right to immediately terminate this Agreement for cause.

16.2 BSO reserves the right to terminate this Agreement, without cause, upon providing Motorola with written notice of such termination. BSO agrees to pay Motorola for all Equipment shipped and services rendered prior to the notice of termination.

SECTION XVII CIVIL RIGHTS REQUIREMENTS

17.1 Motorola shall comply with all applicable sections of the Americans with Disabilities Act.

17.2 Motorola shall not discriminate on the basis of race, age, color, gender, or national origin.

17.3 Motorola agrees that compliance with this Section constitutes a condition to the Agreement, and that it is binding up Motorola, its successors, transferees, and assignees for the period during which services are provided. Motorola further assures that all subcontractors are not in violation of the terms of the Section.

SECTION XVIII CONFIDENTIALITY

18.1 Motorola shall not at any time, in any manner, either directly or indirectly, communicate to any person, firm, corporation or other entity any information of any kind concerning any matter affecting or relating to the business of BSO, including, but not limited to, its manner of operation, its plans, computer systems, processes or other data of any kind, nature or description.

18.2 "Confidential Information" means all information consistent with the fulfillment of this Agreement that is (i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. The nature and existence of this Agreement are considered Confidential Information. Confidential Information, that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

18.3. Confidentiality Obligation. Each party is a disclosing party (“Discloser”) and a receiving party (“Recipient”) under this Agreement. During the term of this Agreement and for a period of three (3) years from the date of expiration or termination of this Agreement, recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not reverse engineer, de-compile or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (vi) only use the Confidential Information as needed to fulfill this Agreement.

18.4. Required Disclosure. If a recipient is required to disclose Confidential Information pursuant to applicable law, statute, or regulation, or court order, the recipient will give to the discloser prompt written notice of the request and a reasonable opportunity to object to such disclosure and seek a protective order or appropriate remedy. If, in the absence of a protective order, the recipient determines, upon the advice of counsel, that it is required to disclose such information, it may disclose only Confidential Information specifically required and only to the extent required to do so.

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

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

SECTION XIX PRESERVATION OF 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 BSO the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to BSO any shared development rights of intellectual property. Except as explicitly provide in the Software License Agreement, Motorola does not grant to BSO, either directly or by implication, estoppels, or otherwise, any right, title or interest in Motorola’s Proprietary Rights. BSO 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, 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 XX INDEMNIFICATION

20.1 **GENERAL INDEMNITY BY MOTOROLA.** Motorola will indemnify, hold harmless and defend BSO, his officers and employees from any and all liability, expense, judgment, suit, cause of action, or demand from personal injury, death, or direct damage to tangible property which may accrue against BSO to the extent it is caused by the negligent acts or omissions or willful misconduct of Motorola, its subcontractors, or their employees or agents. The BSO agrees to give Motorola prompt, written notice of any claim or suit. BSO 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 BSO from liabilities that are in any way related to Motorola's performance under this Agreement.

20.2 **INFRINGEMENT CLAIM INDEMNIFICATION.** Motorola will defend at its expense any suit brought against BSO to the extent that it is based on an Infringement Claim, and Motorola will indemnify BSO for those costs and damages finally awarded against BSO for an Infringement Claim. Motorola's duties to defend and indemnify are conditioned upon BSO 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 BSO providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim.

20.3 If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense, procure for BSO the right to continue using the Equipment or Motorola Software, replace or modify it so that it becomes non-infringing while providing functionally equivalent performance, or grant BSO a credit for the Equipment or Motorola Software as depreciated and accept its return. The depreciation amount will be calculated based upon generally accepted accounting standards for such Equipment and Motorola Software.

20.4 Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon the combination of the Equipment or Motorola Software with any software, apparatus or device not furnished by Motorola; the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Equipment or Motorola Software; any Equipment that is not Motorola's design or formula; a modification of the Motorola Software by a party other than Motorola; or the failure by BSO to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. The foregoing states the entire liability of Motorola with respect to infringement of patents and copyrights by the Equipment, Motorola Software, and any of their parts.

SECTION XXI INSURANCE

Throughout the duration of this Agreement and for all applicable statute of limitation periods, Motorola shall maintain in full force and effect the insurance coverage set forth in the attached and incorporated Memorandum of Insurance – Exhibit C. Within thirty (30) day written notice by BSO, Motorola shall provide a Certificate of Insurance Evidencing such coverage.

SECTION XXII PUBLIC ENTITY CRIMES ACT

In accordance with the Public Entity Crimes Act (Section 287.133, Florida Statutes), a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of General Services following a conviction for a public entity crime may not submit a bid on a contract with the BSO, may not be awarded or perform work as a consultant, supplier, or subcontractor, under a contract with BSO, and may not conduct business with BSO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. Violation of this section by Motorola shall result in termination of this Agreement and may cause Motorola's debarment.

SECTION XXIII DRUG-FREE WORKPLACE

Motorola shall provide a drug-free workplace program in accordance with applicable laws and in accordance with the Drug Free Workplace Certification attached as Exhibit "D" and incorporated herein.

SECTION XXIV ASSIGNMENT

This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered by Motorola, under any circumstances, without the prior written consent of BSO, except that Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer.

SECTION XXV NOTICE

Any notice hereunder by one party to the other party shall be given in writing by personal delivery, facsimile, regular mail, commercial express carrier such as Federal Express, UPS, or DHL, or certified mail with proper postage, to the party at the addresses designated in the Agreement. Any notice shall be effective on the date it is received by the addressee. Either party may change its address for notice purposed by giving the other party notice of such change in accordance with this paragraph.

Notices shall be addressed as follows:

Broward Sheriff's Office
2601 W. Broward Boulevard
Fort Lauderdale, FL 33312

With a copy to:

Office of the General Counsel
Broward Sheriff's Office
2601 W. Broward Blvd.
Fort Lauderdale, FL 33312

Motorola

Motorola Solutions, Inc., Legal, Government Affairs and Corporate Communications
500 West Monroe Street, 43rd Floor
Chicago, IL 6066196
Attn.: Judy Jean-Pierre, Sr. Counsel

SECTION XXVI AGREEMENT TERMS TO BE EXCLUSIVE

This written Agreement contains the sole and entire Agreement between the parties. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this Agreement or any representation inducing its execution and delivery except such representations as are specifically set forth in the writing, and the parties acknowledge that they have relied on their own judgment in entering into the same. The parties further acknowledge that any statements or representation that may that may have been made by either of them to the other are void and of no effect and that neither of them has relied on such statements or representation in connection with its dealing with the other.

SECTION XXVII WAIVER OR MODIFICATION OF AGREEMENT

No waiver or modification of this Agreement or of any covenant, condition, or limitation contained herein shall be valid unless it is reduced to written form and duly executed by the parties. No evidence of any waiver or modification of the terms herein shall be offered or received in evidence in any proceeding,

arbitration, or litigation between the parties arising, in any manner, out of this Agreement, unless such waiver or modification is in writing and duly executed by the parties.

SECTION XXVIII AGREEMENT GOVERNED BY LAW OF STATE OF FLORIDA

It is the parties' expressed intent that this Agreement and its performance, as well as, all suits and special proceedings relating to it, be construed in accordance with and pursuant to the laws of the State of Florida. The laws of the State of Florida shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which any legal action or special proceeding may be instituted, commenced, or initiated.

SECTION XXIX THIRD PARTY BENEFICIARIES

Neither Motorola nor BSO intends to directly or indirectly benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against the parties based upon this Agreement.

SECTION XXX 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 THE 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 the 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 XXXI MAINTENANCE SERVICE TERMS AND CONDITIONS

These Maintenance Service Terms and Conditions (Maintenance) apply to services whereby Motorola will provide to Customer either (1) maintenance, support, or other post warranty services, or (2) installation services under a Motorola Installation Agreement, as described in detail in the associated statement of work for Maintenance. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

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

31.2 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

31.3 All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any

Equipment is lost, damaged, stolen, or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

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

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

31.6 Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

31.7 **EXCLUDED SERVICES.** Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multi-coupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

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

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

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

31.11 **TERMINATION of Maintenance.** Any termination of Maintenance will not relieve either party of obligations previously incurred pursuant to this Section 31, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of Maintenance. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

31.12 **LIMITATION OF LIABILITY.** Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided

under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT be liable for any consequential damages IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. 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. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

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

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

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

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

31.17 At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

31.18 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

SECTION XXXII MISCELLANEOUS

32.1 Motorola shall comply with all the applicable statutes, laws, rules, codes, ordinances, and regulations of any and all federal, state, and local political bodies having jurisdiction over the services provided herein.

32.2 In the event either party brings an action against the other to enforce any conditions or covenant of this Agreement; the prevailing party in such action shall be entitled to recover the court costs and reasonable attorneys' fees in the judgment rendered in such action.

32.3 The preparation of this Agreement has been a joint effort of the parties and the resulting document shall not solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

32.4 Venue in any proceeding or action amount the parties arising out of this Agreement shall be in Broward County, Florida.

32.5 In entering this Agreement, the parties represent that they have had a reasonable opportunity to seek and select legal advice and have relied upon the advice of their own legal representative, who is an attorney of their own choice, or have voluntarily chosen not to seek the advice of an attorney. The terms of this Agreement have been completely read and are fully understood and voluntarily accepted by them.

32.6 The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of the Agreement. All personal pronouns used in the Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Articles as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

32.7. SURVIVAL OF TERMS. The following provisions survive the expiration or termination of this Agreement for any reason: Subsection 9.7 (Disclaimer of Implied Warranties); Section 18 (Confidentiality); Section 19 (Proprietary Rights); Section 30 (Limitation of Liability); Section 31 (Maintenance) all of the General terms in this Section 32; and Exhibit A (Motorola Software License Agreement).

32.8. Motorola shall comply with public records laws, specifically to:

(a) Keep and maintain public records that ordinarily and necessarily would be required by BSO in order to perform the services contemplated in this Agreement.


(b) Provide the public with access to public records on the same terms and conditions that BSO would provide the records and at a cost that does not exceed the cost as provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to BSO all public records in possession of Motorola upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to BSO in a format that is compatible with the information technology systems of BSO.


IN WITNESS, the parties hereby execute this Agreement on the dates set forth below:

MOTOROLA SOLUTIONS, INC.

By:  Date: 1-8-2018
Robert E. Marshall, Jr. (AUTHORIZED REPRESENTATIVE)

Title: Regional Vice President

SCOTT ISRAEL, AS SHERIFF OF BROWARD COUNTY, FLORIDA

By:  Date: 1-10-18
Colonel Tom Harrington
Executive Director, Department of Administration

Approved as to form and legal sufficiency
subject to execution by the parties:

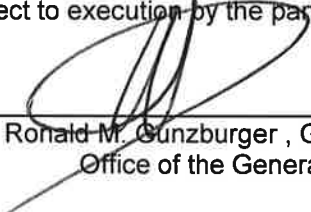

By:  Date: 011718
Ronald M. Gunzburger, General Counsel
Office of the General Counsel 

Exhibit A Software License Agreement

This Exhibit A Software License Agreement ("Agreement") is between Motorola Solutions, Inc. ("Motorola") and the Broward County Sheriff's Office ("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 Customer's Programming Software ("CPS"), Licensee must purchase a separate license for each location at which Licensee uses CPS. Licensee's use of CPS at a licensed location does not entitle Licensee to use or access CPS remotely. Licensee may make one copy of CPS for each licensed location. Licensee shall provide Motorola with a list of all locations at which Licensee uses or intends to use CPS 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 CPS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; provided that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

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

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

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

Section 9 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, 6.3, 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 Parts Warranty

This warranty applies within the fifty (50) United States. LIMITED WARRANTY FOR MOTOROLA PARTS PRODUCTS IS LISTED IN THE PRICE AND AVAILABILITY LIST.

I. WHAT THIS WARRANTY COVERS AND FOR HOW LONG

A. Products Other Than Batteries

The Government and Public Safety Division of Motorola Solutions, Inc. ("Motorola") warrants the Motorola-manufactured and supplied radio communications product, including original equipment crystal devices and channel elements ("Product"), against material defects in material and workmanship under normal use and service for a period of one (1) year from the date of shipment. When the purchaser timely and rightfully rejects nonconforming Products, Motorola, at its option, will at no charge either repair the Product (with new or reconditioned parts), replace it with the same or equivalent Product (using new or reconditioned Product), or refund the purchase price of the Product during the warranty period provided purchaser notifies Motorola according to the terms of this warranty. Repaired or replaced Product is warranted for the balance of the original applicable warranty period. All replaced parts of the Product shall become the property of Motorola.

This express limited warranty is extended by Motorola to the original end user purchaser purchasing the Product for purposes of leasing or for commercial, industrial, or governmental use only, and is not assignable or transferable to any other party. This is the complete and exclusive warranty for the Product manufactured and supplied by Motorola. Motorola assumes no obligations or liability for additions or modifications to this warranty unless made in writing and signed by an officer of Motorola. Unless made in a separate written agreement between Motorola and the original end user purchaser, Motorola does not warrant the installation, maintenance, or service of the Product.

Motorola is not responsible in any way for any ancillary equipment not furnished by Motorola which is attached to or used in connection with the Product, or for operation of the Product with any ancillary equipment, and all such equipment is expressly excluded from this warranty. Because each system, which may use the Product, is unique, Motorola disclaims liability for range, coverage, or operation of the system as a whole under this warranty.

B. Two-Way Rechargeable Batteries: Capacity and Workmanship Warranty

Motorola warrants the Motorola-supplied two-way radio batteries listed below ("battery") as follows. Batteries will be replaced with new or reconditioned parts during the applicable warranty period if the battery capacity falls below 80% of rated capacity (under normal use and service for a period of time from the date of manufacture¹) unless otherwise noted.

For the workmanship defects listed below Motorola warrants against defects in workmanship (under normal use and service for a period of time from the date of manufacture²) as scheduled below ("warranty period"):

Capacity and Product Workmanship Warranty

Motorola Manufactured IMPRES Batteries:

NiCd – 24-month workmanship, 24-month capacity

NiMH – 24-month workmanship, 18-month capacity

Li-ion – 24-month workmanship, 18-month capacity

¹ Date of manufacture is determined by the date code shown on the battery.

² Date of manufacture is determined by the date code shown on the battery.

Motorola Manufactured Premium Batteries:

- NiCd – 24-month workmanship, 18-month capacity
- NiMH – 24-month workmanship, 12-month capacity
- Li-ion – 24-month workmanship, 12-month capacity

Motorola Manufactured Power Batteries:

- NiCd – 12-month workmanship, 12-month capacity
- NiMH – 12-month workmanship, 12-month capacity

Motorola Manufactured Mag One Batteries:

- NiCd – 6-month workmanship, 6-month capacity
- NiMH - 6-month workmanship, 6-month capacity

NRG Competitive Batteries:

- NiCd – 12-month workmanship, 12-month capacity
- NiMH – 12-month workmanship, 12-month capacity

Exceptions

The Motorola NiMH NTN7396 prismatic battery is warranted for 6 months capacity and 24 months workmanship from the date of manufacture³.

The Motorola NiMH RNN4006 and RNN4007 batteries are warranted to 70% of its rated minimum capacity for 12 months and have a 24-month workmanship warranty from the date of manufacture⁴.

IMPRES™ NiCd batteries used with a non-IMPRES charger are warranted for an 18-month capacity and a 24-month workmanship warranty replacement.

IMPRES™ NiMH and Li-ion batteries used with a non-IMPRES charger is warranted for a 12-month capacity and 24-month workmanship warranty.

A battery will be replaced during the applicable workmanship warranty period if:

1. The battery develops a leak
2. The battery clip breaks due to poor workmanship
3. The battery's seam welds open
4. The battery has contact problems with either the applicable two-way radio or battery charger due to misalignment or plastic residue blocking the battery's contacts.

Replacement batteries are warranted for the balance of the original applicable warranty period.

Motorola, at its option, will replace the battery with new or reconditioned parts at no charge during the applicable warranty period – provided it is returned in accordance with the terms of this warranty. This warranty is extended by Motorola to the original end user purchaser only and is not assignable or transferable to any other party. This is the complete and exclusive warranty for the battery supplied by Motorola. Motorola assumes no obligations or liability for additions or modifications to this warranty unless made in writing and signed by an officer of Motorola. Motorola is not responsible in any way for any ancillary equipment not furnished by Motorola; which is attached to or used in connection with the battery or for operation of the battery with any ancillary equipment, and all such equipment is expressly excluded

³ Date of manufacture is determined by the date code shown on the battery.

⁴ Date of manufacture is determined by the date code shown on the battery.

from this warranty. For battery recycling information, please call 1-800-422-4210 for details and request your RBRC shipper ID registration form.

Exhibit C Motorola's Memorandum of Insurance



MEMORANDUM OF INSURANCE						
PRODUCER AON RISK SERVICES CENTRAL, INC. AON CENTER 200 EAST RANDOLPH STREET CHICAGO, ILLINOIS 60601 D/B/A Aon Risk Insurance Services of Illinois, CA License #0095623		THIS MEMORANDUM IS A MATTER OF INFORMATION ONLY. THIS MEMORANDUM DOES NOT AMEND, EXTEND OR ALTER THE COVERAGES AFFORDED BY THE POLICIES BELOW.				
INSURED MOTOROLA SOLUTIONS, INC. AND ITS SUBSIDIARIES 1303 EAST ALGONGUIN ROAD SCHAUMBURG, IL 60196		COMPANIES AFFORDING COVERAGE				
		COMPANY A Lloyd's Syndicate #4711 (Aspen)				
		COMPANY B				
		COMPANY C				
		COMPANY D				
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY -Commercial General Liability -Occurrence				GENERAL AGGREGATE	
					PRODUCTS - COMP/OP AGG	
					PERSONAL & ADV INJURY	
					EACH OCCURENCE	
					FIRE DAMAGE (anyone fire)	
					MED EXP (any one person)	
	AUTOMOBILE LIABILITY -Any Auto				COMBINED SINGLE LIMIT	
					BODILY INJURY (per accident)	
					BODILY INJURY (per accident)	
					PROPERTY DAMAGE	
	GARAGE LIABILITY				AUTO ONLY (each accident)	
					OTHER THAN AUTO ONLY	
					EACH ACCIDENT	
					AGGREGATE	
	EXCESS LIABILITY				EACH OCCURENCE	
					AGGREGATE	
	WORKERS COMP & EMPLOYER'S LIABILITY				WC Statutory limits	
					EL EACH ACCIDENT	
					EL DISEASE - POLICY LIMIT	
					EL DISEASE - EA EMPLOYEE	
A	OTHER Miscellaneous Professional Liability	QK1304174	7/01/2013	7/01/2014	PER WRONGFUL ACT	\$1,000,000
					AGGREGATE	\$1,000,000
FOR INFORMATIONAL PURPOSES ONLY						

Exhibit D Drug Free Workplace Certification by Vendor



Drug-Free Workforce & Smoke-Free Workplace

Statement of Policy

Motorola Solutions policy explicitly prohibits the unlawful possession, use, purchase, sale, dispensation, distribution, transfer, or manufacture of drugs or other controlled substances, or the abuse of alcohol, while on Motorola Solutions premises or while conducting Motorola Solutions business off Motorola Solutions premises. Employees should report to work fit for duty and free of any adverse effects of illegal drugs or alcohol. In addition, employees may smoke in designated smoking areas only. Violations of this Policy may result in disciplinary action, up to and including termination of employment, and may have legal consequences.

Scope

All Motorola Solutions employees based at locations within the United States.

Application

Motorola Solutions complies with the Drug-Free Workplace Act, applicable regulations of government agencies (including regulations promulgated by the Department of Transportation), and other federal, state and local laws and regulations. All employees and applicants for employment are advised, in writing, of our Drug-Free Workforce and Smoke-Free Workplace Policy.

Drug and/or alcohol testing is conducted in accordance with applicable law(s).

Circumstances that Require Drug and/or Alcohol Testing

1. *Pre-Employment Drug Testing.* All applicants for employment must take and pass a drug test before they receive an unconditional offer of employment and/or begin working for Motorola Solutions. Applicants who refuse to cooperate in a drug test, or who do not pass a drug test, will be ineligible for hire and employment with Motorola Solutions at that time and cannot re-apply for a position with Motorola Solutions for a period of six months following the date of their drug test.
2. *For-Cause Drug and Alcohol Testing.* Motorola Solutions may require that an employee take a drug and/or alcohol test when Motorola Solutions has reasonable suspicion, based on specific observable facts or behaviors, that an employee may be under the influence of drugs or alcohol, or has been using drugs or alcohol while he/she is working, on Motorola Solutions premises, operating a Motorola Solutions vehicle, machinery, or equipment or present in any other location performing services for Motorola Solutions. The observer(s) will document the specific observed facts or behaviors that support the reasonable suspicion. Failure to cooperate or otherwise take a requested for-cause test will result in termination of employment.
 - a. *Post Accident Testing.* Motorola Solutions may require an employee to take a drug and/or alcohol test when Motorola Solutions reasonably believes the employee may have contributed to or caused a work-related accident that results in serious bodily injury to a person and/or significant damage to Motorola Solutions property. The drug and/or alcohol test shall be administered as soon as practicable following the accident.
3. *Customer-Mandated Drug and Alcohol Testing.* Motorola Solutions may require an employee to take a drug and/or alcohol test when such a test is mandated by a Motorola Solutions customer as part of a contract. Failure to cooperate or otherwise take a customer-mandated test will result in the immediate removal of the employee from the customer project he/she is supporting and may result in further action being taken against the employee.
4. *Random Drug Testing and Alcohol Testing.* For employees in safety-sensitive positions, Motorola Solutions may randomly test for drugs and/or alcohol in accordance with procedures developed by Motorola Solutions for those specific categories of employees.

Consequences of Positive Drug and/or Alcohol Test Result or Other Violation of this Policy

Except for Pre-Employment Drug Testing, the first time an employee does not pass a drug test and/or tests positive for alcohol, he/she will be referred to the Employee Assistance Program (EAP) and must comply with any conditions set by the EAP Consultant ("counseling program"). Failure to comply with any conditions set forth in the counseling program will result in termination of employment. As determined by the EAP Consultant and Motorola Solutions, an employee in a counseling program must pass a return-to-duty test for drugs or alcohol (or both) before returning to work. Additionally, an employee who successfully completes a counseling program must submit to follow-up testing for drugs or alcohol (or both) at times and frequencies determined by Motorola Solutions for a period of up to two (2) years following successful completion of the counseling program. An employee who does not pass a second requested drug and/or alcohol test, or does not pass a return-to-duty or any subsequent follow-up test, may be terminated. Discipline for actions of an employee while under the influence of drugs and/or alcohol, for possession, use, purchase, sale, dispensation, distribution, transfer or manufacture of drugs or other controlled substances, and/or for violations of smoking restrictions will be handled under Motorola Solutions's Progressive Discipline Policy.

Testing Procedures

Alcohol Collection and Testing Procedures

Except where precluded by applicable law, Motorola Solutions will follow the procedures set forth below:

1. Employees subject to alcohol testing will be required to sign a written consent form in which they consent to and authorize testing.
2. Employees will be sent to a Motorola Solutions designated collection site where they will be required to verify their identity and cooperate in the site's normal specimen collection procedures.
3. The collection and testing will be conducted, in private, by a trained technician who will use approved testing devices and testing forms. Chain of custody procedures will be maintained from collection to the time specimen(s) may be discarded so as to ensure proper identification, labeling, record keeping, handling, and testing of specimen(s).
4. A screening test will be conducted first. If an employee's screen test result is less than .02, the employee will have passed the test.
5. If the employee's measured alcohol concentration is .02 or more, the employee will be required to take a confirmation test. The results of the

confirmation test, not the screen test, are determinative. If the employee's confirmation test result is less than .04, the employee will have passed the test. If the employee's confirmation test results is .04 or more, the employee will have tested positive for alcohol.

6. The technician will notify Motorola Solutions of the employee's test result in a confidential manner.

Drug Collection and Testing Procedures

Except where precluded by applicable law, Motorola Solutions will follow the procedures set forth below:

1. Applicants and employees subject to drug testing will be required to sign a written consent form in which they consent to and authorize testing.
2. Applicants and employees will be sent to a Motorola Solutions designated collection site where they will be required to verify their identity and otherwise cooperate in the site's normal specimen collection procedures. Applicants and employees will have the opportunity to disclose any over-the-counter or prescribed medications that they are using or have recently used, or any other information, medical or otherwise, that they think may be relevant to the testing.
3. Specimens will be collected, in private, by a trained collection site person who will use approved collection containers and custody and control forms. Chain of custody procedures will be maintained from collection to the time specimen(s) may be discarded so as to ensure proper identification, labeling, record keeping, handling, and testing of specimen(s).
4. Collected specimens will be tested by a certified laboratory. The laboratory will test specimens for marijuana, cocaine, opiates, amphetamines, and phencyclidine (PCP) (and such other controlled substances as may be dictated by the circumstances in accordance with the requirements of applicable law). The laboratory will first conduct a screen on the specimen. If the screen test is negative, the laboratory will report to Motorola Solutions that the applicant or employee has passed the drug test. If the screen test is positive, the laboratory will analyze the applicant's or employee's specimen using gas chromatography/mass spectrometry. The laboratory will send the test results to the MRO.
5. The MRO is responsible for ensuring the accuracy and integrity of the drug testing process. If an applicant or employee has a confirmed positive, adulterated, substituted, or invalid drug test result, the MRO will contact the applicant or employee by telephone via the information provided by the applicant or employee on the custody and control form. Applicants and employees must promptly cooperate with the MRO.
6. The MRO will advise Motorola Solutions if an applicant or employee has passed or failed the test, refused to cooperate, if a specimen is dilute, or if a test should be canceled. If the MRO determines that there is a legitimate medical explanation for a positive, adulterated, or substituted test result, the MRO will report a verified negative test result to Motorola Solutions. If the applicant or employee does not provide a legitimate medical explanation for a positive test result, the MRO will verify the test result as positive. If the applicant or employee does not provide a legitimate medical explanation for an adulterated or substituted test result, the MRO will report to Motorola Solutions that the applicant or employee has refused to take a drug test. Invalid test results will be canceled and, depending on the circumstances, may subject an applicant or employee to additional testing.
7. Motorola Solutions will advise applicants and employees of their rights, if any, to have their same specimens retested or their split specimens tested by a certified laboratory.

Appeal Procedures

Employees or applicants may appeal a MRO verified positive, adulterated, or substituted test result by submitting a sealed, written appeal letter to the Motorola Solutions Drug and Alcohol Program Manager within ten (10) business days of notice of their results. This letter should explain the basis of the appeal and the material facts supporting the appeal.

Upon receipt of the appeal letter by the Motorola Solutions Drug and Alcohol Program Manager, the appeal will be thoroughly investigated and considered. The employee/applicant will be notified of the final decision in writing within ten (10) business days of the Motorola Solutions Drug and Alcohol Program Manager's receipt of the appeal.

Confidentiality of Records

Records relating to drug and/or alcohol testing are maintained and protected in accordance with legal requirements and our standards for privacy and confidentiality of personal health information. Copies of all records relating to test results and other information relating to the testing process may be requested by the employee or applicant.

Inspections

Motorola Solutions reserves the right to inspect all parts and aspects of its premises for illegal drugs, alcohol, or other contraband. All employees and visitors may be asked to cooperate in inspections of their persons, work areas, and property (such as purses, lunch boxes, water coolers, thermos bottles, flasks, briefcases, desks, cabinets, or lockers) that may conceal illegal drugs, alcohol, or other contraband.

Crimes Involving Drugs

Employees who are convicted of, plead guilty to (including a plea of nolo contendere or no contest), or are sentenced for a crime involving illegal drugs must report the conviction, plea or sentence to their supervisors/managers and the Human Resources Department within five (5) days after such conviction, plea, or sentence. If an employee who is convicted of, pleads guilty to, or is sentenced for a crime involving illegal drugs performs work directly relating to Motorola Solutions's contracts or grants with a state or the federal government, Motorola Solutions will report such conviction, plea, or sentence to the appropriate agency within ten (10) days after it receives notice. Motorola Solutions may take disciplinary and/or other appropriate action (e.g. referral to the Employee Assistance Program) when an employee engages in any conduct or is involved in any crime that harms Motorola Solutions' operations or reputation.

Smoke-Free Workplace

Employees may smoke in designated smoking areas only. Where required by local law or by the terms of a lease agreement, smoking will be prohibited inside Motorola Solutions facilities and within a certain distance of facility entrances (distances may vary in accordance with local requirements). "No smoking" signs will be clearly and conspicuously posted in areas where smoking is prohibited. For purposes of this policy, "smoking" includes electronic cigarettes or any other devices that look like and act as traditional/ordinary tobacco products.

Cross Reference

- Progressive Discipline
- Open Door Process

Definitions

Drugs: Controlled substances that are not being used and possessed under the supervision of a licensed health care professional or as otherwise allowed by federal law. Motorola Solutions currently tests for the following drugs: Amphetamines (Dexedrine, Speed, Ice, Crack, Uppers), Cannabinoids (THC, Marijuana), Cocaine (Crack), Opiates (Heroin, Morphine, Codeine), and Phencyclidine (PCP, Angel Dust).

Employee Assistance Program (EAP): A program to assist employees and their dependents with personal, family, financial, relationship, substance abuse, and other problems. Motorola Solutions EAP Consultants also provide consultation to managers on performance management and productivity concerns, as well as on business change impacting the workplace.

Medical Review Officer (MRO): The trained, knowledgeable, independent physician(s) retained by or under contract to Motorola Solutions. The MRO reviews drug test results from the laboratory and evaluates any medical explanations for such results.

Pass a Drug Test: Not to test positive for drugs or not to have an adulterated or substituted specimen.

Version Date: 02/01/2010

Original Effective Date: 01/01/2002

SERVICES AVAILABLE TO SBBC

- SBBC may purchase engineering, project management, system technologist, or installation services at a minimum of a 10% discount off the list price for the services requested. This Agreement does not cover any other type of maintenance and support of the Products except as provided under any applicable warranty. If Motorola deems it to be appropriate, it will prepare a statement of work to describe the particular services to be provided, a test plan, or a performance schedule. If SBBC wishes to purchase a system or maintenance and support, upon SBBC request, Motorola will provide a proposal that will include a separate Communication system Agreement.
- Radio Subscriber Services may include the following:

Radio Management and Programming Software and Equipment			
Description	List \$	Discount %	Discount \$
RVN5224AE APX PORTABLE & MOBILE PROGRAMMING SOFTWARE (3 YEAR SUBSCRIPTION)	\$399.99	0%	\$399.99
HKN6184C MOBILE PROGRAMMING CABLE USB	\$52.00	23%	\$ 40.04
PMKN4012B MOBILE PROGRAMMING CABLE	\$77.00	23%	\$ 59.29
T7914 RADIO MANAGEMENT ONLINE	\$0.00	20%	\$ 0.00
UA00049AA ADD	\$100.00	20%	\$ 80.00
RADIO PROGRAMMING OR REFLASHING RADIO			
DESCRIPTION	QUANTITY	PRICE	
MOBILE PER RADIO	<51	\$70.00	
MOBILE PER RADIO	51-100	\$54.00	
MOBILE PER RADIO	>500	\$46.00	
MOBILE PER RADIO	<51	\$70.00	
MOBILE PER RADIO	51-100	\$54.00	
MOBILE PER RADIO	>500	\$46.00	
BUILDING TWO WAY RADIO PROGRAMMING TEMPLATES			
DESCRIPTION	QUANTITY	PRICE	
250 Mode template with excel template	1	\$620.00	
DASH MOUNT RADIOS (Standard Sedan or Light Trucks)			
DESCRIPTION	QUANTITY	PRICE	
Installation	1	\$200.00	
Removal at time of new or re-installation	1	\$ 47.00	
Removal without new or re-installation	1	\$ 65.00	
ROMOTE/TRUNK MOUNT RADIOS			
DESCRIPTION	QUANTITY	PRICE	
Installation	1	\$270.00	
Removal at time of new or re-installation	1	\$ 65.00	
Removal without new or re-installation	1	\$ 80.00	

DASH MOUNT RADIOS (Ambulance or Fire Truck Type)		
DESCRIPTION	QUANTITY	PRICE
Installation	1	\$465.00
Removal at time of new or re-installation	1	\$ 165.00
Secondary	1	\$ 65.00
Removal without new or re-installation	1	\$195.00
	1	\$65.00
ROMOTE/TRUNK MOUNT RADIOS		
DESCRIPTION	QUANTITY	PRICE
Installation	1	\$270.00
Removal at time of new or re-installation	1	\$ 65.00
Removal without new or re-installation	1	\$ 80.00
DASH MOUNT RADIOS (Ambulance or Fire Truck type vehicles)		
DESCRIPTION	QUANTITY	PRICE
Installation	1	\$465.00
Removal at time of new or re-installation	1	\$165.00
Secondary Removal at time of new or re-installation	1	\$65.00
Removal without new or re-installation	1	\$195.00
Secondary Removal Without new or re-installation	1	\$65.00
REMOTE MOUNT (Ambulance or Fire Truck type vehicles) CUSTOMER PRICING		
DESCRIPTION	QUANTITY	PRICE
Single Control	1	\$465.00
Head type Installation Dual Control	1	Quoted
Head Type Installation require survey to ensure customer expectation is properly met	1	\$165.00
Removal at time of new or re-installation (Single Control Head)	1	\$270.00
Removal Without new or re-installation (single control head)	1	\$170.00
Removal at time of new or re-installation (Dual Control Head)	1	\$285.00
CONTROL STATIONS		
DESCRIPTION	QUANTITY	PRICE
INSTALLATION	1	\$500.00
REMOVAL	1	\$195.00

EQUIPMENT AVAILABLE FOR PURCHASE AND PRICE DISCOUNTS

SBBC shall have available the ability to purchase equipment from Motorola using the Discount Matrix below including Large Volume Order Quantity Break Discount. Motorola shall provide the products and equipment at the rates in Motorola’s Domestic User Price Book at the time an order is place, less the discounts listed in the discount matrix below.

Discount % Off of Current List Price	Category of Equipment
15%	X-Series P25 Subscribers
25%	APX –P25 Subscribers
23%	X-Series/APX Accessories
15%	X-Series Non-P25 Subscribers
20%	APX Non-P-25 Subscribers
15%	TRBO Subscribers and Accessories
15%	Motorola WARIS Categorized Commercial Subscribers and Accessories
15%	On all other Motorola Manufactured Equipment
25%	SCADA Equipment
8%	Motorola Drop Ship Equipment
15%	Wireless Broadband and Networking
10%	Computer Aided Dispatch (CAD)
5%	Long Term Evolution (LTE)
7%	Video Security Solutions
10%	In vehicle Camera, Si500 Dem (Body Worn Camera) and ALPR Solutions

Large Volume Quantity Break Discounts Matrix		
Volume Breaks	APX P25 Radio Discount % off of Current List Price	APX Accessory Discount % off of Current List Price
1 – 499	25%	23%
500 – 999	30%	25%
1000 - 1999	33%	27%
2000 and Greater	40%	29%