



MOTOROLA

June 13, 2007

(Revised Reconfiguration Quote (Post-Negotiation))

Lowrie Simon
School Board of Broward County
7720 West Oakland Park Boulevard
Sunrise, FL 33351

Dear Mr. Simon,

Motorola is pleased to present this proposal for reconfiguration services required to modify your radio system to comply with the Federal Communication Commission's Rebanding Report & Order. The FCC mandates that the School Board of Broward County move their 800MHz System frequencies as part of an overall effort by the FCC to reduce interference in the 800MHz band.

Motorola has worked closely with the School Board of Broward County to ensure that we have a complete understanding of your current operational needs and how these are to be considered while reconfiguring your operational, mission critical communication system. We have completed an evaluation of your system which included the impact of the necessary changes to the newly assigned frequencies. These considerations have been incorporated into our preparation of the estimate to reband the 800 MHz radio system.

Motorola will commence this reconfiguration effort for the School Board of Broward County system once this proposal is agreed to by Nextel and the rebanding Transition Administrator. As outlined in the guidelines of the Transition Administrator, the attached Statement of Work and accompanying price page should be included with your request for reconfiguration funding forms and faxed to Transition Administrator at 888-701-4380 or via e-mail to Comments@800TA.org. If you have any questions regarding this proposal, please contact your Motorola Rebanding Strategist, Bill Pagones at 954-764-0458 or your Motorola Account Manager, Steve Wurster at 954-723-8927.

Regards,

Lee Maynard

Lee Maynard
Motorola Rebanding Lead – Systems Integration

Reconfiguration Implementation Phase Agreement

Motorola, Inc. ("Motorola") and The School Board of Broward County ("Customer" or "Licensee"), whose main address is 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301, enter into this Reconfiguration Implementation Phase Agreement ("Agreement"), pursuant to which Licensee will purchase and Motorola will sell the Reconfiguration Implementation Phase products or services described below, and the parties will perform their duties as described in this Agreement. Motorola and Licensee may be referred to individually as a "Party" and collectively as the "Parties." This Agreement is made with reference to the following recitals.

A. On August 6, 2004, the Federal Communications Commission ("FCC") issued a Report and Order FCC 04-168 that modified its rules governing the 800 MHz band to minimize harmful interference to public safety communications systems. On December 22, 2004, the FCC issued a Supplemental Order and Order on Reconsideration FCC 04-294. The August 6 and December 22, 2004 orders, and any supplemental orders issued by the FCC, are collectively referred to as the "Order."

B. Pursuant to the Order, certain licensees of 800 MHz channels used in public safety or other systems must relinquish their existing channels and relocate their systems to other licensed channels ("Replacement Channels"); and Nextel Communications, Inc. must relinquish some of its existing channels and must provide and pay relocation funds ("Relocation Funds") to enable affected licensees (like Licensee) to relocate their systems onto Replacement Channels and reconfigure their systems so that they are "Comparable Facilities" (as defined below)

C. The FCC has appointed a Transition Administrator (the "TA") to ensure that the rebanding initiative proceeds on schedule and in a planned and coordinated manner so that disruption to a licensee's system is minimized. In the TA's "Reconfiguration Handbook," the two phases to accomplish reconfiguration are described as the "Reconfiguration Planning Phase" and the "Reconfiguration Implementation Phase." This Agreement addresses only the Reconfiguration Implementation Phase. Licensee has selected Motorola to provide the "Reconfiguration Implementation Phase Products and Services" (as defined below).

D. The Parties acknowledge that additional products or services may be needed for Licensee to achieve Comparable Facilities, and these additional products may be provided by other vendors and these additional services may be performed by Licensee's own personnel or by its other contractors. This Agreement describes only the Reconfiguration Implementation Phase Products and Services (and, if applicable, Upgrades) that Motorola is providing to Licensee.

E. This Agreement is not intended to, and does not, apply to the delivery of any products or services that are not related to the Reconfiguration Implementation Phase activities. If Licensee desires to purchase from Motorola products or services that are not related to these reconfiguration activities, the Parties will document that transaction in another separate contract. However, Licensee may use this Agreement to purchase upgraded subscriber equipment. Upgrades will be paid with Licensee's own funds and not by Nextel.

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

Section 1 EXHIBITS

The exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the exhibits.

Exhibit A Payment Milestone Schedule
Exhibit B System Acceptance Certificate



Exhibit C Motorola's Proposal dated **November 15, 2007 and revised 04/02/2008 and 06/13/2008**, which includes all of the "Technical and Implementation Documents" such as (if applicable):
the "Reconfiguration Products List,"
the "Reconfiguration Services Statement of Work" or "SOW," including Benchmark Tests, if any,
the "Reconfiguration Acceptance Test Plan" or "ATP," and
the "Performance Schedule"

Section 2 DEFINITIONS

In addition to the defined terms above, capitalized terms used in this Agreement have the following meanings:

2.1. "Acceptance Tests" means those tests described in the Reconfiguration ATP, the primary purpose of which is to verify that the Licensee's System has been relocated onto Replacement Channels and reconfigured consistently with this Agreement.

2.2. "Benchmark Tests" means the initial tests performed by Motorola on behalf of Licensee to determine the current condition, capability, and functionality of Licensee's System. Depending on the complexity and specific requirements of the reconfiguration efforts, the Benchmark Tests may include testing of some or all of the following: channel capacity, signaling capacity, baud rate and access time, geographic coverage, penetration, redundancy, and other functional and operational capabilities and limitations of Licensee's existing facilities. The precise requirements of the Benchmark Tests are described in the Reconfiguration Services Statement of Work. Qualified representatives of Licensee may observe the performance of the Benchmark Tests.

2.3. "Comparable Facilities" means, as more fully described at Section 90.699(d) of the FCC's Rules, 47 C.F.R. §90.699(d), and as interpreted by the FCC in its orders and rulings, the Licensee's System (including the subscriber radio equipment) having at least the same operational capabilities that existed before relocation, including (1) equivalent channel capacity; (2) equivalent signaling capacity, baud rate, and access time; (3) coextensive geographical coverage; and (4) equivalent operating costs.

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

2.5. "Contract Price" means the price for the Reconfiguration Implementation Phase Products and Services, whether set forth in one or multiple Proposals. The Contract Price excludes any applicable sales or similar taxes, and any Rebanding Radios, Non-Kit Accessories, and Flash Kits which will be invoiced directly to Nextel pursuant to Section 5.2.1.1. The term "Contract Price for the Upgrades" means, if applicable, the Contract Price to be paid by Licensee for all Upgrades.

2.6. "Cost Estimate" means the Licensee's certified estimate of costs as provided to Nextel and the TA submitted in conjunction with a request for Relocation Funds to provide Comparable Facilities.

2.7. "Licensee's Final Certification" means the Licensee's final certification to Nextel and the TA certifying that (i) the Acceptance Tests described in the Reconfiguration ATP have been satisfactorily completed, (ii) all



necessary reconfiguration work has been satisfactorily completed to provide Licensee with Comparable Facilities, and (iii) Nextel and Licensee have agreed on the sum paid for such relocation of the Licensee's facilities.

2.8. "Customer Suitability Assessment" means the initial assessment services performed by Motorola to determine whether Licensee's System (infrastructure) is suitable for updating using the Motorola Software that has been especially modified for purposes of the 800 MHz band reconfiguration.

2.9. "Effective Date" means that date upon which all Parties have executed this Agreement.

2.10. "Field Services" means the reflashing and installation of a Flash Kit (as defined in Section 3.1.4), firmware, programming, creation of user templates and/or setting of local configurations or other on-site services in accordance with the FCC's 800MHz band plan on Licensee's System.

2.11. "Force Majeure" means a material event, circumstance, or act of a third party (including Nextel or the TA) that is beyond a Party's reasonable control. An act of God, the public enemy, a government entity, or another Party (including another Party's failure to comply with the 800 MHz Rules); strikes or other labor disturbances, general unavailability of necessary materials, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots are examples of a Force Majeure.

2.12. "Infringement Claim" means a third-party claim alleging that the Reconfiguration Implementation Phase Products manufactured by Motorola or any Motorola Software infringes upon the third-party's United States patent or copyright.

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

2.14. "Nextel" means Nextel Communications, Inc. and any other affiliate, including Sprint Nextel.

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

2.16. "Non-Kit Accessory" means an accessory that is used for subscriber radios but is not part of the radio kit.

2.17. "Products" means either the hardware, Software, or both, that are provided under this Agreement.

2.18. "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 any documents delivered by Motorola under this Agreement or any Motorola Software or equipment.

2.19. "Rebanding Radio" means a Motorola manufactured rebanding subscriber radio product (mobile or portable), including the accessories in the radio kit, that is designed and manufactured specifically for the 800 MHz rebanding initiative and is designated by Motorola with an "RB" model number.

2.20. "Reconfiguration Implementation Phase Products" means those Products to be provided by Motorola under this Agreement.

2.21. "Reconfiguration Implementation Phase Services" means those implementation services to be provided by Motorola under this Agreement.

2.22. "Reconfiguration Implementation Phase Products and Services" means those Reconfiguration Implementation Phase Products and Reconfiguration Implementation Phase Services that Motorola sells under this Agreement.



- 2.23. "Software" means the Motorola and Non-Motorola Software in object code format that is furnished under this Agreement, including any releases or software kits to reprogram radios. This Agreement does not involve any source code.
- 2.24. "Specifications" means the functionality and performance requirements that are described in the Technical and Implementation Documents.
- 2.25. "System" means the hardware and software products that comprise the Licensee's existing 800 MHz radio communications system.
- 2.26. "System Acceptance" means the Acceptance Tests have been successfully completed.
- 2.27. "Trade-In Non-Kit Accessory" means a legacy accessory that is used for a Trade-In Radio but is not part of the radio kit, is owned and has been used by the Licensee, and which will be provided to Motorola as a trade-in in exchange for a Non-Kit Accessory on a one-for-one basis.
- 2.28. "Trade-In Radio" means a radio (whether manufactured by Motorola or any other manufacturer) that is owned and has been used by a Customer, and which will be provided to Motorola as a trade-in in exchange for a Rebanding Radio on a one-for-one basis.
- 2.29. "Upgrades" means upgraded features and functionalities to the Rebanding Radios that exceed what Licensee requires for Comparable Facilities. If applicable, the Upgrades are to be paid by Licensee with its own funds, and not by Nextel, and any portion of this transaction beyond a standard replacement that would relate exclusively to the Upgrades is not subject to the TA or Nextel oversight.

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. SCOPE OF WORK.

3.1.1. General. The Parties will perform their respective contractual responsibilities in accordance with this Agreement, including the Technical and Implementation Documents.

3.1.2. Licensee Responsibilities. Licensee is responsible for all activities that are reasonable, necessary and prudent to make the Licensee's System satisfy the Comparable Facilities standard. Licensee has selected Motorola to assist it in accomplishing these activities and has determined that the Reconfiguration Implementation Phase Products and Services are necessary for Licensee's System to satisfy the Comparable Facilities standard.

3.1.2.1. Licensee will designate a project manager who will be Licensee's point of contact person. Licensee will employ reasonable efforts to assist Motorola in providing the Reconfiguration Implementation Phase Services, and will provide reasonable and timely access to Licensee's equipment, facilities, personnel and relevant information.

3.1.2.2. Licensee has contracted with Nextel in a Frequency Reconfiguration Agreement ("FRA") which, among other things, contractually obligates Nextel to pay directly to Motorola the Contract Price. Promptly after execution of the FRA, Licensee will provide to Motorola a copy of those portions of the FRA that pertain to Motorola's services, products, pricing and payment, including Schedules C and D to the FRA (redacted if necessary to exclude information not pertaining to Motorola).

3.1.2.3. Licensee has submitted its Cost Estimate to Nextel and the TA, and will provide amended certified Cost Estimate(s) to Nextel and the TA if and when appropriate, including when any change order is requested by either Party. For the limited purpose of assisting Nextel and the TA to evaluate Licensee's Cost Estimate, Motorola authorizes Licensee to and Licensee will provide to Nextel and the TA a copy of this Agreement, including the



exhibits and pricing. After the successful completion of the Acceptance Tests described in the Reconfiguration ATP, Licensee will perform any other tests necessary for it to verify that its System meets the Comparable Facilities standard; and upon that verification, will submit Licensee's Final Certification to Nextel and the TA.

3.1.2.4. For the limited purpose of assisting Nextel and the TA to verify consistency concerning the rebanding products and services approved in the FRA and the rebanding Products and services ordered by Licensee and provided to Licensee under this Agreement, either Motorola or Licensee may provide to Nextel and the TA records showing the rebanding Products ordered, shipped, delivered, etc. (or a written summary of these records), and the services performed.

3.1.3. Motorola Responsibilities. Motorola will provide the Reconfiguration Implementation Phase Products, and perform the Reconfiguration Implementation Phase Services, all in accordance with this Agreement.

3.1.3.1. The Reconfiguration Statement of Work/Products List contains a table entitled "Alternative Comparable Facility Products List" and it describes 728 Motorola XTL1500 standard product mobile radios (the "Alternative Comparable Facility Radios"). Licensee has requested, and Motorola has agreed, that Licensee will have a right and option to substitute at no additional cost to either Licensee or Nextel the Alternative Comparable Facility Radios for the 728 Motorola rebanding XTL2500 "Comparable Facility" mobile radios listed in the Reconfiguration Statement of Work/Products List. To exercise this right and option, Licensee must provide to Motorola within thirty (30) days of the Effective Date a written notice or letter clearly indicating it is exercising this option; Licensee will provide a copy of this exercise notice or letter to Nextel and the TA. If Licensee fails to exercise this right and option within the 30-day time frame, then this right and option automatically expires without further notice or action by either Party.

3.1.4. Reprogramming.

Motorola and Nextel have entered into an agreement (the "Development Services Agreement") to modify and test certain Motorola Software for rebanding because some customer systems have equipment that is capable of being reprogrammed rather than being replaced. The Development Services Agreement is confidential, and nothing in this Agreement is intended to reduce or nullify the confidential nature of the Development Services Agreement. As part of the Development Services Agreement and subject to various requirements, limitations and restrictions, Motorola has agreed to offer "Flash Kits" to appropriate customers so that their equipment may be reprogrammed. Concerning infrastructure equipment, Motorola will provide Flash Kits only if Motorola has performed a Customer Suitability Assessment and has determined that the customer's equipment is suitable for reprogramming. Even if a customer's system is of the type and model that is suitable for reprogramming, if Motorola determines that the customer's system is not on the last release of the Motorola Software, reprogramming might be infeasible or may require supplemental services, hardware, cabling, third party licensing fees, or other equipment to migrate the customer's system to the last supported version of the Motorola Software (referred to as "Direct Installation Services"). **Nothing in this Agreement shall restrict or limit a qualified third party service provider selected by Licensee from performing Field Services, but if a party other than Motorola provides the Field Services, the warranty in Section 8.2.2 is inapplicable.**

3.2. CHANGE ORDERS.

3.2.1. General. Either Motorola or Licensee may request changes within the general scope of this Agreement which, if agreed, will be reflected in a written change order. A change order is not effective until it is executed by each of the Parties. The Parties will negotiate in good faith any requested change order.

3.2.2. Reconfiguration Implementation Phase Products and Services. If a requested change causes (or is likely to cause) an increase in the Contract Price: (1) Motorola will provide Licensee with its written estimate of: (a) the scope of the changes to the Products and Services, and (b) the increase in the Contract Price due to the requested change, and (2) Licensee will perform its own analysis of the impact of the requested change on the Contract Price and the necessity of the changes to achieve the Comparable Facilities standard, and (3) Licensee will submit to



Motorola Proprietary and Confidential

Design, technical and pricing information contained in this offering is considered proprietary and may not be shared with any person or agency not directly associated with the addressee without the express written consent of Motorola, Inc., or its designees.

Nextel and the TA its modified Cost Estimate and proposed FRA change order. Licensee will provide to Motorola a copy of any approvals or rejections of modifications to the Cost Estimate and to the FRA by Nextel or the TA.

3.2.3. Change Orders Not Approved by Nextel and the TA. If the commencement of all or a portion of the changed work is authorized in writing by Licensee but the change order is: (i) not submitted by Licensee to Nextel and the TA, or (ii) submitted but not approved by Nextel and the TA, then the authorized change in the work and the Contract Price will automatically convert to a request for additional work to be paid by Licensee with its own funds and the conversion will be without prejudice to Licensee's right to submit or re-submit the change order to Nextel or the TA or to dispute the decision by Nextel or the TA refusing to approve the change order.

3.2.4. Emergency Change Orders. If the subject of a change order involves a total System failure or a critical failure that diminishes radio communications and causes a significant public safety risk and if Motorola and Licensee reasonably conclude that remediation efforts must occur before Licensee obtains Nextel and TA approval, then the Parties will follow the change order process to the extent reasonably practical, Motorola will perform the remediation work described in the Emergency Change Order, Licensee will promptly request approval or ratification of the Emergency Change Order by Nextel and the TA, and the provisions of Section 3.2.3 will apply if Nextel or the TA withhold approval.

3.3. **MAINTENANCE AND SUPPORT SERVICES.** Other than the warranty services described in Section 8, this Agreement does not cover any warranty, maintenance and support services. If Licensee and Motorola wish to address maintenance and support services, they may do so in a separate agreement.

3.4. **SOFTWARE.** Motorola Software, including subsequent releases and Flash Kits, is licensed to Licensee in accordance with Motorola's applicable standard software license agreement (a copy of which will be provided to Licensee upon request and is incorporated herein by this reference). Non-Motorola Software is licensed to Licensee in accordance with the applicable standard software license agreement 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 applicable Motorola software license agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under that Motorola software license agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Licensee hereby accepts and agrees to abide by all of the terms and restrictions of the applicable software license agreement.

3.5. **REBANDING RADIOS AND TRADE-IN RADIOS.** Licensee agrees that for each and every Rebanding Radio (and, as applicable, Non-Kit Accessory) that Motorola provides to Licensee under this Agreement (and for each and every upgraded radio that is provided in lieu of a Rebanding Radio by Motorola under any agreement), Licensee shall deliver to Motorola a Trade-In Radio (and, as applicable, Trade-In Non-Kit Accessory) on a one-for-one basis. Licensee will deliver the Trade-In Radios and Trade-In Non-Kit Accessories to Motorola at the time of replacement, as soon as practical after replacement, or at such different time as may be mutually agreed upon by the Parties (but in no event later than 90 days after delivery of the Rebanding (or upgraded) Radio). The Parties shall cooperate to establish inventory control and chain of custody procedures to streamline such delivery and minimize any risk of loss between the time of replacement and delivery of Trade-In-Radios to Motorola. Title to the Trade-In Radios and Trade-In Non-Kit Accessories shall pass from Licensee to Motorola upon delivery. Licensee acknowledges that Motorola intends to temporarily store the Trade-In Radios and Trade-In Non-Kit Accessories for inspection and inventory by Motorola and Nextel and to destroy them thereafter. Licensee shall be responsible to comply with its asset disposition policies and requirements concerning the Trade-In Radios and Trade-In Non-Kit Accessories.

3.5.1. Licensee's Failure to Deliver Trade-In Radios and/or Trade-In Non-Kit Accessories. If for any reason the number of Rebanding Radios (or upgraded radios) and/or the number of Non-Kit Accessories delivered by Motorola to Licensee exceeds the number of Trade-In Radios and/or the number of Trade-In Non-Kit Accessories delivered by Licensee to Motorola (the "Unmatched Equipment"), then Motorola will notify Licensee of this deficiency and Licensee will at its expense immediately return to Motorola the Unmatched Equipment in the same condition as



delivered. If Licensee fails to return the Unmatched Equipment to Motorola, then Motorola may charge Licensee for retaining the Unmatched Equipment and the unit price will be the full list price of the most similar non-rebanding Motorola radio and/or Non-Kit Accessory less Licensee's typical discount for similar radio purchase transactions (or such lesser price as Motorola in its sole discretion may determine). Alternatively, Motorola may resort to any other available legal or equitable remedy, including specific performance. Licensee acknowledges that Nextel is not responsible to pay for Unmatched Equipment and Licensee agrees to pay Motorola for the Unmatched Equipment. If Licensee returns the Unmatched Equipment to Motorola but it is not in the same condition as delivered, then Motorola may charge Licensee for the returned used Unmatched Equipment in an amount equal to the diminished value from new condition and Licensee agrees to pay this amount.

Section 4 PERFORMANCE SCHEDULE

4.1. SCHEDULE. The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Licensee represents that it has obtained all necessary approvals (including Nextel, the TA, and if necessary its legislative or governing authority) and authorizes Motorola to proceed with performance of this Agreement.

4.2. DELAYS. No Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party will notify the other Party if it becomes aware of a Force Majeure that will significantly delay performance. The notifying Party will give the notice promptly after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule for a time period that is reasonable under the circumstances. If Licensee (including its other contractors), Nextel or the TA delays the Performance Schedule, the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay.

Section 5 CONTRACT PRICE, PAYMENT AND INVOICING

5.1. CONTRACT PRICE.

5.1.1. Contract Price. The Contract Price for the Upgrades (if applicable) in U.S. dollars is \$0. Licensee agrees to pay the Contract Price for Upgrades and any applicable taxes and acknowledges that Nextel is not obligated to pay for Upgrades and applicable taxes. Motorola will not disclose to Licensee the price for Rebanding Radios (or RB radio equivalents if they are upgraded), Non-Kit Accessories, and Flash Kits but those items are covered by Section 5.2.1.1 below. The Contract Price in U.S. dollars for all other Reconfiguration Implementation Phase Products and Services is \$485,997.70, as set forth in the Pricing Summary sheets in the applicable Proposal. Licensee represents that (1) its Cost Estimate is sufficient to cover the Contract Price and any applicable sales or similar taxes; and (2) Nextel and the TA have reviewed and approved Licensee's Cost Estimate.

5.1.2. Payment from Nextel; Licensee Not Liable for Contract Price. Except for the Upgrades and applicable taxes, payment of the Contract Price and the price for Rebanding Radios (or RB radio equivalents if they are upgraded), Non-Kit Accessories, and Flash Kits is to come from Nextel and Licensee shall not be liable to pay Motorola these amounts. Notwithstanding the above, if Nextel pays any portion of this amount to Licensee rather than to Motorola, Licensee will immediately forward the payment to Motorola. Motorola agrees to accept direct payments from Nextel if Nextel clearly identifies the applicable Motorola invoice; Motorola further agrees to apply these direct payments from Nextel to the Contract Price.

5.1.3. Motorola's Protections Concerning Payment by Nextel. If requested by Motorola, Licensee will execute necessary documents and take all such actions that are reasonable and necessary to promote the prompt payment by Nextel to Motorola. The Parties will cooperate with each other and provide to each other, and to Nextel and the TA, such information (other than Confidential Information, which is governed by Section 13.1) as is reasonable or necessary to facilitate the prompt payment of the Contract Price to Motorola.



5.2. INVOICING AND PAYMENT.

5.2.1. Invoicing. Motorola will send to Licensee correct invoices for Upgrades upon shipment of the upgraded radio, and payment is due within thirty (30) days of receipt of invoice. Motorola will invoice Nextel for the Rebanding Radios (or RB radio equivalents if they are upgraded), Non-Kit Accessories, and Flash Kits upon shipment in accordance with a confidential agreement between Motorola and Nextel. As to the other Reconfiguration Implementation Phase Products and Services, Motorola will submit correct invoices to Licensee, with a copy to Nextel, in accordance with the pre-approved payment milestones set forth in Exhibit A. Licensee's contact person and address for invoice purposes are: **Lowrie Simon, Telecommunications Department, 7720 Oakland Park Boulevard, Sunrise, FL 33351**. Licensee may change this contact person or address by written notice to Motorola. Upon receipt of an invoice, Licensee will promptly (but in no event longer than fourteen (14) business days) inspect the invoice, verify whether it correctly states the payment milestone, and notify Nextel in writing (via facsimile or priority overnight carrier) that Licensee approves the invoice and accepts the milestone (the "Approval Notification" aka Incumbent Acknowledgement form). Licensee will attach a copy of the invoice to the Approval Notification. When Licensee sends to Nextel the Approval Notification, Licensee will concurrently provide to Motorola's project manager a copy of the Approval Notification so that Motorola may know approximately when Nextel receives it. If for any reason Licensee disapproves the invoice, Licensee will promptly give written notice to both Motorola and Nextel; the disapproval notice will explain the reasons for Licensee's disapproval. Motorola will promptly correct any inaccurate invoice that Licensee disapproves, and resubmit the corrected invoice using the same process as described above in this paragraph.

5.2.1.1. Motorola will provide to Licensee only a bill of lading for Rebanding Radios, Non-Kit Accessories, and Flash Kits, and provide the applicable invoice directly to Nextel; or Motorola may provide to Licensee an invoice at the typical sales prices/values for these products or at zero dollars (\$0) with a notation that reflects the fact that Nextel has paid (or will pay) for these products directly to Motorola. If Motorola presents to Licensee a bill of lading or an invoice as permitted by this Section 5.2.1.1, Licensee will follow the Approval Notification process as described above but may assume the invoice amount is correct (and has no liability for incorrect invoices).

5.2.2. Tax ID Number. Motorola's Federal Tax Identification Number is 36-1115800.

5.2.3. Audit of Licensee's Records. The Order provides that after the reconfiguration work is completed, the TA will perform an audit of Licensee's records and "true up" procedure, whereby the reconfiguration work actually performed will be examined relative to the reconfiguration work described in Licensee's Cost Estimate, and any payment adjustments will be calculated and made. During this true up procedure, Motorola and Licensee will work together in good faith and will act reasonably in order for Licensee to accurately account for the invoices from and payments to Motorola. If necessary, the Parties will execute a change order to conform the scope of the actual reconfigured work performed to the scope of the contracted reconfigured work; this change order will be submitted for approval and may result in an increase or decrease to the Contract Price. Nothing in this Agreement grants Nextel, the TA, the FCC, any part of the U.S. federal government, or Licensee the right to audit Motorola's records concerning this Agreement or any other matter.

5.3. FREIGHT, TITLE, AND RISK OF LOSS. Motorola will prepay and add all freight charges to the invoices. Title to the Products, excluding Software, will pass from Motorola to Licensee upon shipment. Software is governed by the applicable software license agreement. Risk of loss to Products will pass from Motorola to Licensee upon delivery. Motorola will pack and ship all Products in accordance with good commercial practices.

Section 6 SITES AND SITE CONDITIONS (To the extent applicable.)

6.1. ACCESS TO SITES. Licensee will provide any necessary construction and building permits, zoning variances, licenses, and any other approvals related to Licensee's property and equipment that are necessary to develop or use the sites or equipment; and subject to compliance with the requirements of Section 14.17 hereof,

Licensee shall provide Motorola and its contractors access to the Licensee's work sites as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Reconfiguration Services Statement of Work.

6.2. **SITE CONDITIONS.** Licensee will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry standards. To the extent applicable, Licensee will ensure that these work sites have adequate physical space and other environmental conditions; electrical power outlets, distribution and equipment; and telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Products or performing services at a Licensee work site, Motorola will inspect the work site and advise Licensee of any apparent deficiencies or non-conformities with the requirements of this Section.

Section 7 SYSTEM ACCEPTANCE

7.1. **COMMENCEMENT OF ACCEPTANCE TESTING.** Motorola will provide to Licensee at least five (5) days notice before the Acceptance Tests commence. Acceptance testing will occur only in accordance with the Reconfiguration ATP.

7.2. **SYSTEM ACCEPTANCE.** System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, Licensee and Motorola will memorialize this event by promptly executing the System Acceptance Certificate. If Licensee reasonably believes that the completed Acceptance Tests have failed, Licensee will provide to Motorola a written notice that includes the specific details of the failure. If Licensee does not provide to Motorola the notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance, but will be corrected according to a mutually agreed punch list schedule.

7.3. **FINAL PROJECT ACCEPTANCE.** Final Project Acceptance will occur after System Acceptance and when all Motorola deliverables have been delivered and all Motorola work as described in this Agreement has been completed. When Final Project Acceptance occurs, Licensee and Motorola will promptly memorialize this final event by so indicating in the appropriate place on the System Acceptance Certificate.

7.4. **COPIES TO NEXTEL AND THE TRANSITION ADMINISTRATOR.** Licensee will provide to both Nextel and the TA a copy of all executed System Acceptance Certificates.

Section 8 REPRESENTATIONS AND WARRANTIES (To the extent applicable.)

8.1. EQUIPMENT AND PARTS WARRANTY.

8.1.1. **Equipment.** For one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first, Motorola warrants that newly manufactured equipment it provides under this Agreement will be free from material defects in materials and workmanship under normal use and service. As used in Section 8, the term "Beneficial Use" means use for the intended purpose, excluding testing and training. This Agreement does not create or extend any warranties concerning equipment that was part of the System and was already in service at the Effective Date.

8.1.2. **Parts.** [Intentionally omitted; inapplicable.]

8.1.3. **Subscriber Functionality Warranty.** For thirty (30) days from the date of System Acceptance, Motorola warrants that the Rebanding (or Upgraded) Radios provided under this Agreement will function on the reconfigured System. Section 8.1.1 and not Section 8.1.3 applies if individual Rebanding (or Upgraded) Radios malfunction due to defects in materials and workmanship.



8.2. MOTOROLA SOFTWARE WARRANTY.

8.2.1. Standard Software Warranty in Newly Manufactured Equipment. For one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first, Motorola warrants the unmodified Motorola Software installed or embedded in newly manufactured equipment and delivered under this Agreement, when used properly and in accordance with the product documentation, 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 Motorola Software. Whether a defect occurs will be determined solely based upon deviation from the published product documentation. Except as provided in Section 8.2.2, this Agreement does not create or extend any warranties concerning Software that was part of the System and was already in service at the Effective Date.

8.2.2. Special Motorola Software Warranty. This special Motorola Software warranty applies only to (i) Flash Kits for subscriber radios if Motorola receives Licensee's order for the appropriate number and type of Flash Kits and performs the Field Services concerning the subscriber radios; and to (ii) Flash Kits for infrastructure Equipment if Motorola performs the Customer Suitability Assessment, determines in writing that Licensee's System is suitable, performs the Direct Installation Services, if needed, receives Licensee's order for the appropriate number and type of Flash Kits, and performs the Field Services concerning the infrastructure equipment.

THE MOTOROLA SOFTWARE THAT IS MODIFIED UNDER THE DEVELOPMENT SERVICES AGREEMENT (EXCLUDING SPECIAL FEATURES AND OTHER SOFTWARE THAT IS OUTSIDE THE SCOPE OF THE DEVELOPMENT SERVICES AGREEMENT), WHEN INSTALLED BY MOTOROLA, WILL PERFORM IN ALL MATERIAL RESPECTS AND WILL INCLUDE MATERIALLY ALL FEATURES AND FUNCTIONALITY AS THE LAST MOTOROLA-SUPPORTED VERSION OF MOTOROLA SOFTWARE IN THE SYSTEM AND SUBSCRIBER EQUIPMENT WHICH IS BEING UPDATED AND/OR REPLACED. TO FURTHER AND SPECIFICALLY CLARIFY, MOTOROLA IS MAKING CHANGES, UPDATES AND MODIFICATIONS TO THE LAST MOTOROLA-SUPPORTED VERSION OF THE MOTOROLA SOFTWARE, AND IT IS THOSE CHANGES (REBANDING CHANGES) THAT MOTOROLA WARRANTS WILL RESULT IN MATERIALLY THE SAME FEATURES AND FUNCTIONALITY VERSUS THE LAST MOTOROLA-SUPPORTED VERSION OF THE MOTOROLA SOFTWARE. THE PARTIES MUTUALLY UNDERSTAND THAT MOTOROLA IS NOT PROVIDING A WARRANTY FOR ANY CHANGES OR LOSS IN FEATURES AND FUNCTIONALITY ("GETTING TO THE BASELINE LAST RELEASE") THAT MIGHT RESULT FROM FIRST HAVING TO UPGRADE ANY EXISTING LEGACY SYSTEM OR EQUIPMENT TO THE LAST MOTOROLA-SUPPORTED VERSION OF THE MOTOROLA SOFTWARE (PRIOR TO MAKING THE REBANDING MODIFICATIONS THAT ARE THE SUBJECT OF THE DEVELOPMENT SERVICES AGREEMENT). LICENSEE WILL HAVE NINETY (90) DAYS FROM SYSTEM ACCEPTANCE OR BENEFICIAL USE OF THE MOTOROLA SOFTWARE, WHICHEVER OCCURS FIRST, TO NOTIFY MOTOROLA IN WRITING OF A SOFTWARE WARRANTY CLAIM AS PROVIDED IN THE PRECEDING TWO SENTENCES. AFTER RECEIPT OF THE NOTICE, MOTOROLA WILL MAKE A GOOD FAITH INVESTIGATION OF THE WARRANTY CLAIM; AND IF THIS INVESTIGATION CONFIRMS A VALID WARRANTY CLAIM, MOTOROLA WILL (AT ITS OPTION AND AS ITS SOLE OBLIGATION AND THE CUSTOMER'S EXCLUSIVE REMEDY) EITHER: (1) CORRECT THE SOFTWARE DEFECT WITHOUT FURTHER CHARGE TO NEXTEL OR LICENSEE; (2) ACCEPT A RETURN OF THE EQUIPMENT THAT CONTAINS THE DEFECTIVE SOFTWARE AND OFFER TO EXCHANGE AN EQUIVALENT PRODUCT PURSUANT TO THIS AGREEMENT AND PROVIDE A CREDIT AGAINST THE PURCHASE PRICE IN THE AMOUNT EQUAL TO THE DIMINUTION IN VALUE OF THE EQUIPMENT CONTAINING THE DEFECTIVE SOFTWARE; OR (3) PAY TO LICENSEE AN AMOUNT EQUAL TO THE DIMINUTION IN VALUE OF THE EQUIPMENT CONTAINING THE DEFECTIVE SOFTWARE. THIS ACTION WILL BE THE FULL EXTENT OF MOTOROLA'S LIABILITY FOR THIS SOFTWARE DEFECT WARRANTY CLAIM.



Motorola Proprietary and Confidential

Design, technical and pricing information contained in this offering is considered proprietary and may not be shared with any person or agency not directly associated with the addressee without the express written consent of Motorola, Inc., or its designees.

8.2.3. Flash Kit Medium Warranty. For 120 days from the date of shipment to Licensee or until System Acceptance if Motorola is performing the Field Services, Motorola warrants that the Flash Kit medium (i.e., the disks and/or dongles) that it provides under this Agreement will be in usable condition. To assert a warranty claim under this Section 8.2.3, Licensee must notify Motorola in writing of the claim before the expiration of the warranty period. Upon receipt of this notice, Motorola will provide a replacement Flash Kit medium to Customer as its sole and exclusive remedy for a breach of this Flash Kit Medium warranty.

8.3. **RECONFIGURATION SERVICES WARRANTY.** Motorola is not providing any new or additional warranties or extensions concerning Licensee-owned equipment or previously installed Software that is modified by the Reconfiguration Implementation Phase Services (except as provided in Section 8.2.2, if applicable). However, if that equipment or Software is covered under a written warranty or a maintenance contract between Licensee and Motorola that was entered into prior to the Effective Date, this Agreement does not adversely affect those pre-existing rights of Licensee. For ninety (90) days from the date of System Acceptance, Motorola warrants that the Reconfiguration Implementation Phase Services were performed in a good and workmanlike manner. THIS RECONFIGURATION SERVICES WARRANTY DOES NOT COVER ANY SERVICES OR DUTIES PERFORMED OR OWED BY NEXTEL, LICENSEE, OR ANY OTHER CONTRACTOR HIRED BY THEM. MOTOROLA DOES NOT WARRANT THAT LICENSEE'S SYSTEM WILL BE COMPARABLE FACILITIES AFTER THE RECONFIGURATION WORK IS COMPLETED. IF LICENSEE BELIEVES ITS SYSTEM DOES NOT ACHIEVE COMPARABLE FACILITIES STATUS AFTER THE RECONFIGURATION WORK IS COMPLETED, IT MAY REQUEST FURTHER CHANGE ORDERS TO ACHIEVE COMPARABLE FACILITIES, THE CONTRACT PRICE WILL BE INCREASED ACCORDINGLY, AND ANY DISPUTE IN THIS MATTER WILL BE SUBMITTED TO THE TRANSITION ADMINISTRATOR FOR NON-BINDING MEDIATION AND RESOLUTION.

8.4. **EXCLUSIONS TO EXPRESS WARRANTIES.** These warranties do not apply to: (i) defects or damage resulting from use of the Products in other than their normal, customary, and authorized manner; misuse, accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; or Licensee's failure to comply with all applicable industry and OSHA standards; (ii) interoperability of Reconfigured Products with other subsystems (e.g., a CAD); (iii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iv) batteries or other consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

8.5. **WARRANTY CLAIMS.** To assert a warranty claim (other than concerning Section 8.2.2 or 8.2.3), Licensee must notify Motorola in writing of the claim before the date which is thirty (30) calendar days after 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 Licensee) repair the defective Product (or part), replace it with the same or equivalent Product (or part), or re-perform the Reconfiguration Services. This action will be the full extent of Motorola's liability hereunder and constitutes Licensee's sole remedy. Repaired or replaced Product and parts are warranted for the balance of the original applicable warranty period. All replaced Products or parts will become the property of Motorola.

8.6. **ORIGINAL END USER IS COVERED.** These express limited warranties are extended by Motorola to the original end user and are not assignable or transferable.

8.7. **DISCLAIMER OF OTHER WARRANTIES.** THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE PRODUCTS, EQUIPMENT, MOTOROLA SOFTWARE, AND RECONFIGURATION SERVICES PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. EXCEPT FOR THE FOREGOING EXPRESS WARRANTIES, THE PRODUCTS, EQUIPMENT, MOTOROLA SOFTWARE, AND RECONFIGURATION SERVICES ARE PROVIDED "AS IS"



AND MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. MOTOROLA DOES NOT WARRANT THAT LICENSEE'S USE OF THE MOTOROLA SOFTWARE OR PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT THE SOFTWARE OR THE PRODUCTS WILL MEET LICENSEE'S PARTICULAR REQUIREMENTS. MOTOROLA MAKES NO WARRANTIES CONCERNING NON-MOTOROLA SOFTWARE. LICENSEE IS RESPONSIBLE FOR, AND MOTOROLA MAKES NO WARRANTY CONCERNING, THE BACK-UP AND DISASTER RECOVERY PROCEDURES, FACILITIES AND EQUIPMENT, OR DATA ENTRY AND LOADING. MOTOROLA DOES NOT WARRANT THAT THE SYSTEM OR EQUIPMENT OR SOFTWARE IN THE SYSTEM THAT IS MODIFIED BY THE RECONFIGURATION SERVICES, OR ANY NEWLY PROVIDED EQUIPMENT OR SOFTWARE, WILL SATISFY THE COMPARABLE FACILITIES STANDARD; THAT DETERMINATION IS FOR LICENSEE TO MAKE. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT.

Section 9 DISPUTES

9.1. SETTLEMENT PREFERRED. Except as otherwise required by the Order (e.g., Cost Estimate disputes) and except for a claim relating to intellectual property or breach of confidentiality provisions, the Parties, through their respective project managers, will attempt to settle any dispute arising from this Agreement through consultation and good faith negotiation. The dispute will be escalated to appropriate higher level managers of the Parties, if necessary. If cooperative efforts fail, the dispute will be mediated by a mediator chosen by the Parties within thirty (30) days after notice by one of the Parties demanding non-binding mediation. The Parties will not unreasonably withhold their consent to the selection of a mediator and will share the cost of the mediation equally; may postpone mediation until they have completed some specified but limited discovery about the dispute; and may replace mediation with another form of non-binding alternative dispute resolution ("ADR").

9.2. LITIGATION. A Party may submit to a court of competent jurisdiction in the state in which the System is installed any claim relating to intellectual property or a breach of confidentiality provisions and any dispute that cannot be resolved between the Parties through negotiation or mediation within two (2) months after the date of the initial demand for non-binding mediation. Each Party consents to jurisdiction over it by that court. The use of ADR procedures will not be considered under the doctrine of laches, waiver, or estoppel to affect adversely the rights of either Party. Either Party may resort to the judicial proceedings described in this section before the expiration of the two-month ADR period if good faith efforts to resolve the dispute under these procedures have been unsuccessful; or interim relief from the court is necessary to prevent serious and irreparable injury to the Party.

Section 10 DEFAULT AND TERMINATION

If a Party fails to perform a material obligation under this Agreement, the other Party to whom performance is due may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. The defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, to provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the cure plan. If a defaulting Party fails to cure the default, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Parties any of its Confidential Information. Non-defaulting Parties will mitigate damages.

Section 11 INDEMNIFICATION

11.1. POTENTIAL DAMAGE TO EXISTING EQUIPMENT. Licensee acknowledges that Motorola's employees or agents, Licensee's employees or agents, or others might cause damage to equipment that is part of Licensee's System when performing the Reconfiguration Services. Motorola is not responsible for damage to



equipment unless it is caused by Motorola's negligence, in which case Motorola at its option will repair or replace the damaged equipment or refund its fair market value. Motorola will not select the refund option if the repair option is commercially feasible. Before Licensee asserts a damage claim against Motorola under this section, it will first investigate the cause of the damage and the investigation must result in a good faith belief that Motorola is negligent and liable for the damage. This provision does not diminish any rights Licensee might have under any pre-existing Motorola warranty or maintenance agreement.

11.2. INDEMNITY BY MOTOROLA. Motorola will defend at its expense and hold harmless Licensee against any claim, suit, demand, or cause of action brought by a third party against Licensee that is based on and to the extent it is caused by the negligence or willful misconduct of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, and which results in personal injury, death, or direct damage to tangible property ("Motorola Claim"). Motorola will indemnify Licensee from any liability, judgment, awards and damages resulting from a Motorola Claim and pay all losses, expenses or direct damages incurred by Licensee and caused by the Motorola Claim. The foregoing indemnity is conditioned on (i) Licensee giving Motorola prompt, written notice of any Motorola Claim, and providing to Motorola cooperation (and, if requested, reasonable assistance) in the defense of the Motorola Claim; and (ii) Motorola having sole control in the defense of the Motorola Claim and all negotiations for its settlement or compromise. Motorola will have no indemnity liability for the negligence or fault of Licensee, its other contractors, Nextel, or the TA, or any of their employees, agents or representatives. This section states the full extent of Motorola's general indemnification from liabilities that are in any way related to Motorola's performance under this Agreement. If a third party asserts a claim against both Parties, each Party will pay to defend itself and will pay the claim, but in each case only to the extent of its percentage liability. For example, if the Parties have equal liability for the claim, they each will pay one-half of the amount plus their own defense costs.

11.3. PATENT AND COPYRIGHT INFRINGEMENT.

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

11.3.2. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense procure for Licensee the right to continue using the Products, replace or modify them so that they become non-infringing while providing functionally equivalent performance, or grant Licensee a credit for the Products as depreciated and accept their return.

11.3.3. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon the combination of the Products 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 Products; any Product that is not Motorola's design or formula; a modification of the Motorola Software by a party other than Motorola; the failure by Licensee to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement, or, to the extent that the Infringement Claim could have been avoided or losses diminished if Licensee implemented Motorola's new Products as part of the reconfiguration rather than modifying existing or used products. This section states the entire liability of Motorola for infringement of patents and copyrights by the Products or any parts thereof.

Section 12 LIMITATION OF LIABILITY

Licensee acknowledges that the limitations set forth in this Section are integral to the prices being charged by Motorola under this Agreement, and that if Motorola assumed further liability other than as set forth in this Section



12, the prices would of necessity be set substantially higher. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision in this Agreement. Except for personal injury or death caused by newly manufactured Motorola Products, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, contribution, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed \$2,000,000. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA (AND ITS OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS AND REPRESENTATIVES) WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS, OPPORTUNITIES OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT (REGARDLESS OF THE FORM OF ACTION), THE SALE OR USE OF THE PRODUCTS, EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. ALL CLAIMS BY A PARTY AGAINST ANOTHER PARTY, WHETHER IN TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE, MUST BE BROUGHT WITHIN TWO YEARS FROM THE DATE THE CAUSE OF ACTION ACCRUES EXCEPT FOR MONEY DUE UPON AN OPEN ACCOUNT. Some states do not allow the exclusion or limitation of implied warranties or limitation of liability for incidental or consequential damages, so the above limitations or exclusions may not apply in those states. However, the Parties intend for this Section 12 to apply to the maximum extent allowed under applicable law.

Section 13 CONFIDENTIALITY AND PROPRIETARY RIGHTS

13.1. **CONFIDENTIAL INFORMATION.** During the term of this Agreement, Motorola may provide "Confidential Information". Subject to applicable public records law, any inventory report or Customer Suitability Assessment concerning Licensee's System that Motorola prepares for and delivers to Licensee shall be the Confidential Information of Licensee unless otherwise agreed by the Parties in writing. Subject to applicable public records law, any other document concerning the reconfiguration of Licensee's System that Motorola prepares for and delivers to Licensee under this Agreement (collectively, "Documentary Deliverable") shall be the Confidential Information of Motorola unless otherwise agreed by the Parties in writing,

13.1.1. **Non-Disclosure.** Except as required by applicable public records laws, each Party will: maintain the confidentiality of the other Party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing Party in writing or as required by a court of competent jurisdiction; restrict disclosure of Confidential Information to its employees who have a "need to know" and not copy or reproduce the Confidential Information; take necessary and appropriate precautions to guard the confidentiality of the Confidential Information, including informing its employees who have access to it that it is confidential and not to be disclosed to others, but those precautions will be at least the same degree of care that the receiving Party applies to its own confidential information and will not be less than reasonable care. The confidentiality restrictions and obligations contained herein shall be in addition to any confidentiality restrictions or obligations contained in any other agreement (whether prior to, contemporaneous or subsequent to the date of this Agreement) between Motorola on the one hand and the TA, Nextel or Licensee on the other hand, as well any protective order or confidentiality restrictions or rules issued by the FCC or the TA.

13.1.2. **Use.** Unless otherwise provided in this Agreement, a Party may use the Confidential Information of the other Party only in furtherance of the performance of this Agreement or any other agreement between the Parties. Notwithstanding the preceding sentence, Motorola may use the information in any inventory report or Customer Suitability Assessment for its own business purposes or to assist Licensee or its other contractors or consultants in the overall effort to plan and reconfigure Licensee's System. Except for a Documentary Deliverable, Confidential Information is and will at all times remain the property of the disclosing Party, and no grant of any proprietary rights in the Confidential Information is hereby given or intended, including any express or implied license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by this Agreement or any other agreement between the Parties.



13.2. PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS. Motorola, the third party manufacturer of any Equipment, and the owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software. Nothing in this Agreement is intended to restrict the Proprietary Rights of Motorola, any owner of Non-Motorola Software, or any third party manufacturer of Equipment. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Licensee the Products or services remain vested exclusively in Motorola, and this Agreement does not grant to Licensee (or Nextel) any shared development rights of intellectual property.

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

Section 14 GENERAL

14.1. TAXES. The Contract Price does not include any amount for taxes, assessments or duties, all of which will be paid by Nextel or by Licensee as to the Upgrades, except as exempt by law.

14.2. ASSIGNABILITY AND SUBCONTRACTING. No Party may assign this Agreement without the prior written consent of the other Party. Motorola may subcontract any portion of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

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

14.4. SEVERABILITY. If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.

14.5. INDEPENDENT CONTRACTORS. Each Party is an independent contractor with respect to the other, and a Party and its personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement grants a Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or in any way be interpreted as a joint venture, partnership or formal business organization of any kind.

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

14.7. GOVERNING LAW. This Agreement and the rights and duties of the parties will be governed by and interpreted in accordance with the laws of the State in which the System is installed.

14.8. ENTIRE AGREEMENT. This Agreement, including all Exhibits and the applicable Software License Agreement, constitutes the entire agreement of the Parties regarding the subject matter of this Agreement and



supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to that subject matter (but not any other product sales, software license, or maintenance and support agreements). This Agreement may be amended or modified only by a written instrument signed by authorized representatives of the Parties. The preprinted terms and conditions found on any Licensee purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs the document.

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

<p>If to Licensee, to:</p> <p>Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, FL 33301</p> <p>With a copy that shall not constitute Notice:</p> <p>School Board of Broward County 7720 Oakland Park Avenue Sunrise, FL 33351 Attn: Lowrie Simon Phone: (754) 321-0371 Fax: (754) 321-0095 E-mail: lowrie.simon@browardschools.com</p>	<p>If to Motorola, to:</p> <p>Bill Pagonos Motorola Rebanding Strategist 8000 West Sunrise Plantation, FL 33322</p> <p>With a copy that shall not constitute Notice:</p> <p>Motorola, Inc. Mark Anthony Sr. Commercial Counsel 6450 Sequence Drive San Diego, CA 92121</p>
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14.10. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Licensee will obtain and comply with all FCC licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment.

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

14.12. VOLUNTARY AGREEMENT. Each Party represents and warrants that it is fully aware of the terms contained in this Agreement and has voluntarily entered into this Agreement, having had a full and fair opportunity to seek the advice of counsel and other professionals or consultants as it considers necessary.

14.13. NO LIENS. Motorola agrees not to lien Licensee's System to secure payment of the Contract Price.



14.14. **LIABILITY.** Each Party agrees to be fully responsible for its acts of negligence, or its agents' acts of negligence when acting within the Scope of their employment and agrees to be liable for any damages resulting from said negligence, subject to Section 12.

14.15. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to serve as a waiver of rights secured by Section 768.28, Florida Statutes, or of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable.

14.16. **NON-DISCRIMINATION.** The Parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, color, gender, national origin, marital status, disability or sexual orientation.

14.17. **BACKGROUND SCREENING.** The Parties agree to comply with all of the requirements of Sections 1012.32 and 1012.465, Florida Statutes, that are applicable to them, and Motorola further agrees that all 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. If the Reconfiguration Planning Phase Services can be performed at a place and in a manner that none of these three circumstances occur, then Motorola will not be required to subject its employees or agents to the screening process. However, if any of these three circumstances occur, Motorola will require relevant personnel to undergo the background screening process. This background screening will be conducted by Licensee with cost being allocable to Nextel, in advance of Motorola or its personnel providing any services under the conditions described in the first sentence. All applicable fees for such screening with respect to Motorola and its personnel will initially be borne by Motorola, but the Parties will in good faith promptly seek reimbursement of these costs and fees from Nextel. The Parties agree that failure of Motorola to perform any of the duties described in this Section shall constitute a material breach of this Agreement, entitling Licensee to enforce its rights under Section 7.2 and to immediately suspend any disqualified personnel from performing any further services on this project under the conditions described in the first sentence. Motorola agrees to indemnify and hold harmless Licensee, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in Motorola's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

14.18. **SURVIVAL OF TERMS.** The following provisions survive the expiration or termination of this Agreement for any reason: Section 3.4 (Software); Section 3.5 (Rebanding Radios and Trade-In Radios); if any payment obligations exist, Section 5 (Contract Price, Payment and Invoicing); to the extent applicable, Section 8 (Representations and Warranties); Section 9 (Disputes); Section 11 (Indemnification); Section 12 (Limitation of Liability); and Section 13 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 14.

(The remainder of this page left intentionally blank.)



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

Motorola

By: Gregory J. Plaff
Name: GREGORY J. PLAFF
Title: Nat'l Rebanding Mgt.
Date: July 1, 2008

(Corporate Seal)

INCUMBENT:
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Robin Bartleman, Chair

James F. Notter,
Superintendent of Schools

Approved as to Form and Legal Content:

[Signature]
School Board Attorney

Nextel Assigned Deal Number: _____



Motorola Proprietary and Confidential

Design, technical and pricing information contained in this offering is considered proprietary and may not be shared with any person or agency not directly associated with the addressee without the express written consent of Motorola, Inc., or its designees.

Exhibit A

Payment Milestone Schedule

Depending on the Contract Price set forth in Section 5.1.1, the following payment milestones apply:

1. Contract Price < \$300,000

Mobilization (i.e., contract execution)	50%
Motorola SOW Complete/System Acceptance	50%

2. Contract Price \$300,000 to \$1,000,000

Mobilization (i.e., contract execution)	35%
Complete Programming & Installation of Subscriber Equipment	45%
Motorola SOW Complete/System Acceptance	20%

3. Contract Price > \$1,000,000

Mobilization (i.e., contract execution)	35%
Shipment of Subscriber Equipment	20%
Complete Programming & Installation of Subscriber Equipment	15%
Complete Rebanding Infrastructure/Final Cutover	15%
Motorola SOW Complete/System Acceptance	15%



Exhibit B

System Acceptance Certificate

Licensee Name: The School Board of Broward County

Project Name: Motorola 800 MHz. Rebanding Project

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

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

Licensee Representative:

Motorola Representative:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

FINAL PROJECT ACCEPTANCE:

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

Licensee Representative:

Motorola Representative:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



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Exhibit C

**Motorola's Proposal
Including the Technical and Implementation Documents**



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**RECONFIGURATION PROPOSAL
INCLUDING PLANNING PHASE DELIVERABLES**

The School Board of Broward County, FL

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Attachments



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1.0 INTRODUCTION

This document provides the deliverables as described in the Reconfiguration Planning Statement of Work as well as the proposal to reconfigure the School Board of Broward County, FL radio communications system.

2.0 SYSTEM DESCRIPTION

The School Board of Broward County has 7 licensed frequencies under Call Signs WQBC531 and WQBC532 that operate on the eight site, twenty-eight channel simulcast system attached to the Broward County Sheriff's Office SmartZone 3.0 system. The seven frequencies licensed to the School Board of Broward County will be rebanded when the Broward County Sheriff's Office SmartZone 3.0 system is rebanded. The scope of this proposal is limited to the reconfiguration of the School Board of Broward County's subscribers and Site Lens RF modems. The school Board of Broward County site lens frequency tables will be updated as part of the Broward County Sheriff's Office SmartZone 3.0 system reconfiguration and have not been included in this proposal.

There are 543 portable radios and 2,130 mobile radios affiliated with the system.

ASSUMPTIONS

This quotation to provide rebanding services to the School Board of Broward County is based upon information supplied by the School Board of Broward County or those authorized to act on its behalf. Motorola deems this information credible, accurate and current.

Any missing information should be provided to Motorola as soon as possible. Any unconfirmed information should be validated as soon as possible. Inaccurate information could alter or modify the terms of this quotation.

Motorola understands that the School Board of Broward County will negotiate directly with Sprint-Nextel for any parts inventory items stocked by the School Board of Broward County and its representatives used to maintain their system. Therefore, these items have not been included as part of this proposal.

FREQUENCIES

In the subscribers operated by the School Board of Broward County, only the Control Channels and Failsoft will be changed as required based on the following frequency table:

Broward County SmartZone 3.0 Simulcast Trunking Frequencies – KNJH368, WQAV305, WQBC531, WQBC532				
Channel #	Original		After re-banding	
	Transmit frequency, MHz	Receive frequency, MHz	Transmit frequency, MHz	Receive frequency, MHz
1	860.4875	815.4875	858.9875	813.9875
2	860.7375	815.7375	857.1875	812.1875
3	860.9875	815.9875	855.6625	810.6625
4	860.2375	815.2375	855.5625	810.5625



5	856.4875	811.4875	856.4875	811.4875
6	856.7375	811.7375	856.7375	811.7375
7	857.7375	812.7375	857.7375	812.7375
8	858.7875	813.7875	858.7875	813.7875
9	859.7375	814.7375	859.7375	814.7375
10	857.4875	812.4875	857.4875	812.4875
11	859.3625	814.3625	859.3625	814.3625
12	857.9875	812.9875	857.9875	812.9875
13	858.9875	813.9875	854.4625	809.4625
14	859.9875	814.9875	859.9875	814.9875
15	857.3625	812.3625	857.3625	812.3625
16	855.2375	810.2375	855.2375	810.2375
17	858.3625	813.3625	858.3625	813.3625
18	859.7125	814.7125	859.7125	814.7125
19	859.4875	814.4875	859.4875	814.4875
20	858.4875	813.4875	858.4875	813.4875
21 *	868.0625	823.0625	853.0625	808.0625
22 *	866.6875	821.6875	851.6875	806.6875
23	859.4375	814.4375	859.4375	814.4375
24 *	866.1875	821.1875	851.1875	806.1875
25 *	867.0375	822.0375	852.0375	807.0375
26 *	867.7125	822.7125	852.7125	807.7125
27 *	868.1875	823.1875	853.1875	808.1875
28 *	868.7625	823.7625	853.7625	808.7625

Notes: Those frequencies impacted by rebanding are marked in **bold**.

* - Frequencies Licensed to the School Board of Broward County under Call Signs WQBC531 and WQBC532

3.0 INTERMODULATION STUDY (IM)

No Intermodulation Study was required or performed as part of this proposal.

4.0 SYSTEM INVENTORY AND SUITABILITY ASSESSMENT

Motorola completed detailed audits of the customer's subscriber inventory and a *Suitability Assessment Impact Report (SAIR)* has been produced based on that data collection. The proposed rebanding operation is based on specific impacts anticipated for this system and all of its components. Specifically the report indicates whether each of these system components may be easily retuned, whether they first require reprogramming to allow retuning, or whether they must be replaced to accomplish the migration to the new frequencies prescribed in the FCC order. Please review the *Suitability Assessment Impact Report*; Attachment B.

5.0 INTEROPERABILITY

Only the reconfiguration of the School Board of Broward County radios is contained in this proposal, no other Licensee or tenant subscribers will be reconfigured. No other talkgroups or conventional channels will be programmed into these subscribers.



6.0 IMPLEMENTATION PLAN FOR SYSTEM RECONFIGURATION

The following information provides an overview of how the School Board of Broward County system rebanding plan will be implemented and how those activities will impact the subscriber units. Additional details may also be found in Attachment B.

Motorola has produced Baseline and Acceptance Test Plans to demonstrate comparable operation before and after reconfiguration. Please see the attached *Functional Acceptance Test Plan* and *RF Performance Verification Plan*; Attachments C and D.

Motorola has also produced a Reconfiguration Design consisting of Method of Procedures (MOP). Motorola developed the MOP which details the process steps, timeline, measurable deliverables, resources needed and cutover steps. The MOP also includes the *Cut-over and Fall-back Plan* outlining the transition from the current frequencies to the new ones. The Cut-over and Fall-back plans ensure consistent operation of all system functionality throughout the rebanding reconfiguration. Please see Attachment E.

IMPACT ON SUBSCRIBERS

Motorola has carefully analyzed the Subscriber inventory data. The Suitability Assessment results dictate that the following actions be taken with regard to subscribers:

<i>Subscribers Impact</i>			
Subscriber Model	Action	Qty	Replacement Radio
Spectra	Replace	728	XTL2500 RB
MTX820 Model III	Replace	12	XTS2500 RB
MCS2000	Reprogram	978	N/A
MTS2000	Reprogram	317	N/A
XTL1500	Reprogram	191	N/A
XTS2500	Reprogram	158	N/A
XTS5000	Reprogram	22	N/A
XTL1500	Retune	233	N/A
XTS2500	Retune	34	N/A
Total Subscribers		2673	

Definitions

- Retune:** Update the channel frequencies via the Customer Programming Software/Radio Service Software.
- Replace:** Cannot be updated to support new frequencies or band plans. A new radio is required.
- Reprogram:** Update operating software via software FLASH with new frequencies & band plan. Any reprogramming activity requires flashing. After applying flash, program the radio with the new frequency.



IMPACT ON FIXED NETWORK EQUIPMENT

Site Lens Network Manager – Motorola will flash each RF Modem and reprogram.

7.0 MOTOROLA PROFESSIONAL SERVICES

MOTOROLA PROJECT MANAGER (PM):

The Motorola PM will oversee the activities for each stage of the rebanding effort to ensure a smooth execution of all deliverables and that the requirements of the School Board of Broward County's system are fully met. The Project Manager will coordinate with the School Board of Broward County's, System Manager and any subcontractor or other third-party organization participating in this work; to keep this effort within the schedule to be agreed upon and finalized at the kick-off meeting.

During the rebanding of all affected equipment, a representative from the School Board of Broward County will serve as a single point of contact for Motorola. Assuming no unanticipated delays, the project is estimated to be completed 132 work days from Notice to Proceed. A work day is defined as 8:00 AM to 5:00 PM, Monday through Friday unless specified above.

Motorola Project Manager - Project Administration Activities:

1. Generate preliminary Project Schedule
2. Provide Project Schedule status updates
3. Manage project SOW and change orders
4. Reconcile Equipment Lists to the contract
5. Arrange equipment inventory process and logistics
6. Provide contract administration
7. Provide project resource management
8. Assure proper archiving of project information
9. Provide Customer and project team communications management
10. Assure project level deliverables
11. Coordinate and chair customer meetings
12. Generate written reports as required
13. Maintain and facilitate resolution of general system punch list items

Motorola Project Manager - Subscriber Programming Activities:

1. Facilitate Customer meetings to determine information for programming templates
2. Obtain Customer / Agency Approval of programming templates prior to initiating programming
3. Plan and manage delivery of reprogrammed or replaced subscriber units for all required departments and agencies
4. Plan and manage subscriber unit collection and return of replaced radios & accessories
5. Manage subscriber equipment rebanding and assure documentation of deliverables
6. Maintain and facilitate resolution of subscriber *punch list* items



MOTOROLA SYSTEMS ENGINEER:

The Motorola Systems Engineer has the responsibility for system design and technical performance. The Motorola Engineer will be responsible for order write up and Acceptance Test Plan (ATP) development. Additionally, the Motorola Systems Engineer will participate in the planning process and will be available to assist the customer in fleet mapping and determining the subscriber unit configurations. The Motorola Systems Engineer will perform the following activities:

Motorola System Engineer - Project Administration Activities:

1. Validate system design specifications in accordance with customer needs
2. Validate and obtain customer approval for a preliminary *Cutover Plan*
3. Validate preliminary equipment lists
4. Validate equipment orders for Motorola and 3rd party equipment to accommodate inventory shipping schedules
5. Validate equipment lists by model, versions, options
6. Validate the Customer Requirements Test and Verification Matrix

Motorola System Engineer - Subscriber Programming Activities:

1. Assess Equipment/Template Suitability and Resolve Issues

MOTOROLA SYSTEMS TECHNOLOGIST:

The Motorola Systems Technologist is highly experienced and trained, specializing in the optimization and trouble shooting of two-way RF communication systems. Additionally, this individual will work with the Motorola Systems Engineer and the School Board of Broward County's representative to determine the best configuration and programming of, the system parameters. The Motorola Systems Technologist will perform the following activities:

Motorola Systems Technologist - Subscriber Programming Activities:

1. Oversee programming of sample radios with approved templates as provided by the School Board of Broward County and delivery for Customer evaluation. Note: The hours to complete this activity have been moved from the Template & flash/program procedures activity to the Project Summary activity in the Professional Services table (see pricing in Section 14.0).
2. Validate "as built" template documentation.
3. Provide ownership of technical issues.

Motorola Responsibilities

Motorola will:

1. Schedule a project kick off meeting with the School Board of Broward County at the project's start.
2. Execute the project contract deliverables and coordinate ensuing project activities with appropriate Motorola and the School Board of Broward County resources.
3. After project kick-off, Motorola will provide the School Board of Broward County with preliminary schedule and progress updates (see *Project Schedule*; Attachment F).



This schedule will outline a cutover plan used during the reconfiguration process to ensure disruptions are minimized. The schedule should reflect the following;

- a. Timeline of events, and
 - b. Identified deliverables
4. Create subscriber programming templates (where applicable) based upon customer provided information:
- a. Conduct meetings with department and/or agency representatives designated by the School Board of Broward County. These meetings will gather the necessary information for Motorola to create the templates.
 - b. Will review and coordinate the development of the programming templates with its technical staff and the School Board of Broward County, FL representatives.
 - c. Conduct final meeting with the School Board of Broward County and its representatives to achieve final approval of templates prior to subscriber programming.

School Board of Broward County Responsibilities

School Board of Broward County will:

1. Provide a signatory who has authority to sign all appropriate project documents required for this project and any other agreements required.
2. Ensure all radios to be replaced are turned in and accounted for. (See Attachment G; *Equipment Return Process*)
3. Before or at the Licensee/Motorola kick-off meeting and prior to any reconfiguration work being performed, confirm the following two documents have been received:
 - a. FCC License(s): All rebanding impacted radio transmitters are licensed properly on their new rebanding frequencies and Licensee has received their new FCC license(s).
 - b. Sprint/Nextel Authorization to Move: The Licensee has received a separate Sprint/Nextel's letter (sent via FedEx) authorizing the Licensee to move to the new frequencies.
4. Provide site access to the School Board of Broward County owned and controlled sites for Motorola personnel and Motorola's subcontractors for the purpose of reconfiguring the equipment located at that site.
5. Provide support and approval for subscriber programming templates (where applicable):
 - a. Identify agency/department representatives that are needed to participate in the subscriber programming template process:
 - b. The School Board of Broward County department and/or agency representatives will gather necessary information to create subscriber programming templates and provide this information to Motorola.
 - c. The School Board of Broward County department and/or agency representatives will review draft templates with Motorola and will advise on any changes that may be required.
 - d. The School Board of Broward County will provide written approval of templates prior to subscriber programming.



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6. Provide the Programming Access Key (PAK) for each system that has to be programmed into this licensee's subscriber units.
7. Provide the subscriber radios and fleet coordination to ensure on-time project completion.
8. Provide all spare units identified in preliminary inventory, if any at the beginning of the project.
9. Not unreasonably delay the execution of work by Motorola and will extend the timeline of the project when delays caused by the School Board of Broward County are experienced.
10. May be required to provide personnel during the reconfiguration process.
11. Identify any outstanding Motorola deliverables and formally request their completion through the mutual development of a project punch list.
12. Grant final acceptance upon completion of the School Board of Broward County system reconfiguration.

8.0 LOCAL SERVICE SUPPORT

Motorola will utilize its authorized service center network and/or approved third party contractors to perform the reconfiguration of the equipment.

9.0 NOTIFICATION AND CONDITIONS FOR WORK

Motorola will notify the School Board of Broward County assigned point of contact a minimum of five (5) business days prior to starting any work on the system. Motorola will commence work at the designated location only after the School Board of Broward County has notified Motorola with instructions to proceed. Whenever possible, prior notification of at least 24 hours will be given when expected disruptions are to occur.

10.0 LICENSING

The School Board of Broward County is responsible for updating, filing, and coordinating the frequency changes that become a part of this Rebanding program with the FCC. As a note, all radio transmitters must be properly licensed by the FCC.

11.0 RISKS

Motorola is committed to mitigating all known risks and will engage the School Board of Broward County whenever situations are identified in which a risk situation presents itself. Any event or occurrence that affects the project schedule is to be immediately reported to the Project Managers. A decision will be jointly made between Motorola and the School Board of Broward County to consider the options and develop a mutually agreed-to solution.

There are risks associated with the work that needs to be performed on each piece of equipment. It is conceivable that a particular piece of equipment can be functional at the time of inventory but when rebanded, failures may occur when re-initializing the unit. Motorola will make every effort to ensure that any failure occurring in this situation be rectified immediately. In some cases adequate spares may not be available and could lead to a prolonged outage of equipment while obtaining replacement parts. If the system in question is currently under a direct service



agreement with Motorola, any resolution to correct the failure will be covered under the agreement. If the equipment involved is not covered under a direct Motorola Service Agreement, resolution may require reimbursement for material and labor to correct the failure and restore the defective equipment from Sprint/Nextel.

12.0 MEDIATION

Where applicable, Motorola has provided at the Licensee's request, support for Alternate Dispute Resolution or Mediation. Per the TA guidelines these costs are reimbursable and therefore included in this quote as a line item in its price summary table. Motorola is not a party to the Mediation itself but has supported the Licensee for technical or other content as it relates to the Mediation. Motorola's Mediation support charges listed in this proposal may apply to the Planning phase as well as Implementation phase. This work supporting or participating in Mediations and disputes is not considered normal proposal activities. If the Licensee requests additional Mediation support from Motorola after a final Reconfiguration Proposal has been delivered, these charges will be submitted via a Change Order to the FRA.

Refer to the Proposal Pricing Summary Table for listed mediation charges and the attached Motorola Mediation Tracking Detail (date and time of activities by resource to support the mediation).

13.0 SYSTEM ACCEPTANCE

Upon completion of the work for the School Board of Broward County, a System Acceptance Certificate will be provided for customer signature (see Reconfiguration Implementation Phase Agreement, Terms and Conditions, Exhibit B). This certificate acknowledges that all of the effort necessary to reconfigure the School Board of Broward County's system has been completed.



14.0 RECONFIGURATION PRICING

PRICING SUMMARY

<i>School Board of Broward County, FL - Reconfiguration Services Quote</i>					
Infrastructure					
Service	Resource	Qty-Units	Total-Hours	Rate	Price
					Infrastructure Total
					\$ -
Subscribers					
Service	Resource	Total Units		Rate	Extended Price
Mobiles Total **	MSS	1,402			\$ 129,599.40
Portables Total **	MSS	543			\$ 37,901.60
Templates Total **	MSS	65			\$ 23,600.00
Replacement of dash mount radios **	MSS	728			\$ 197,579.20
Project Manager on Site Supervision & Coordination	PM	128	Hours	\$175.00	\$ 22,400.00
ST Templates & procedures supervision and approvals	ST	0	Hours	\$175.00	\$ -
SE Subscribers Support	SE	4	Hours	\$175.00	\$ 700.00
** See attached "Subsc.Labor Detail Forms" for details		Subscriber Total			\$ 411,780.20
Project Administration Services					
<i>Kick off & Status Meetings, On Site Coordination, Subcontracting, Close out</i>					
Service	Resource	Quantity	Unit	Rate	Extended Price
Project Manager	PM	86.4	Hours	\$175.00	\$ 15,120.00
System Engineer	SE	40.6	Hours	\$175.00	\$ 7,105.00
System Technologist	ST	88	Hours	\$175.00	\$ 15,400.00
Mediation (#)	PM	0	Hours	\$175.00	\$ -
Travel Expenses	TE				\$ 36,592.50
# See SOW & attached tracking sheet for details		Proj.Administration Activities Total			\$ 74,217.50
Total Reconfiguration Price					\$ 485,997.70
Contingency Price					\$ 56,000.00
Total Reconfiguration Price with Contingency					\$ 541,997.70

Rev. 04.02.08



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Price Validity:

If Motorola delivers Products or performs Reconfiguration Implementation Phase Services after December 31, 2008, it reserves the right to increase the pricing for such Products and Reconfiguration Implementation Phase Services in a manner that is consistent with its confidential Master Purchase Agreement with Sprint Nextel. In addition, for Products that are priced based upon a discount from Motorola's published list prices, price adjustments will occur if and when Motorola's published list prices are modified and the adjusted prices will apply to any Products that are delivered after the modification to the published list prices. Subcontractor quotations are normally valid for a limited time period; if a Motorola subcontractor increases its subcontract price, then Motorola may increase its prime contract price for subcontracted work that is performed at the increased subcontract price. In all of these situations, any increase in the Contract Price will be reflected in a change order.

SERVICES DETAIL

Professional Services

	Project Manager		System Engineer		System Technologist	
	Manhours	Days	Manhours	Days	Manhours	Days
Project Administration Activities						
Project Summary (Duration) 132 days						
Customer Status Meetings and Project Administration	42.4	5	16.6	2.1	56	7
Project Kickoff - 3 days						
Preplanning and Coordination Meeting/Order processing	16	2	8	1	16	2
Project Close-Out - 5 days						
Punch List resolution	16	2	8	1	16	2
Final Acceptance	12	1.5	8	1	0	0
Total hours for Project Administration Activities	86.4	10.5	40.0	5	88	11
Subscriber Reconfiguration - 80 days						
Preplanning and Coordination Meeting	0	0	4	0.5	0	0
Subscriber Coordination (8 hrs/wk)	128	16	0	0	0	0
Template & flash/program procedures	0	0.0	0	0	0	0
Total hours for Subscriber Reconfiguration	128	16.0	4	0.5	0	0
Note: System Technologist Template & flash/program procedures activity hours has been moved to Project Summary. This responsibility to complete this activity remains with the System Technologist.						
TOTAL PROFESSIONAL SERVICES TIME	214.4	27	44.6	6	88	11



SERVICES DETAIL CONTINUED

Travel Detail

Vendor Category	Project Phase	Number of resources	Number of trips	Days on site per week	Per diem \$100.00	Air fare \$1,000.00	Car rental \$225.00	Totals/Trip	Project totals	Agreed 5% markup
Project Manager	Infrastructure	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Subscribers	1	8	3	\$200.00	\$1,000.00	\$225.00	\$1,825.00	\$14,600.00	\$15,330.00
	Testing	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Overall Project	1	2	4	\$200.00	\$1,000.00	\$225.00	\$2,025.00	\$4,050.00	\$4,252.50
Systems Engineer	Infrastructure	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Subscribers	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Testing	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Overall Project Support	1	2	3	\$200.00	\$1,000.00	\$225.00	\$1,825.00	\$3,650.00	\$3,832.50
System Architect	Infrastructure	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Subscribers	1	4	5	\$200.00	\$1,000.00	\$225.00	\$2,225.00	\$8,900.00	\$9,345.00
	Testing	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Overall Project	1	2	3	\$200.00	\$1,000.00	\$225.00	\$1,825.00	\$3,650.00	\$3,832.50
								Estimated total travel expenses	\$36,502.50	
<p>Note: Expenses shown are estimates based on the Scope of Work and required travel for completing the Reconfiguration Design. Sprint/Nextel will be billed actual expenses plus 5% markup.</p>										

Contingency Detail

Project Area	Risk Description	Resource	Unit	QTY	Rate	Amount
Project Kickoff Slippage	Delay of project and committed resources	PM/SE	Hours	40	\$ 175.00	\$ 7,000.00
Under Estimate of Subscriber units	Additional units to reband	PM/SE	Hours	80	\$ 175.00	\$ 14,000.00
Subscribers Availability	Project delay caused by the Licensee making insufficient number of subscribers available during reconfiguration. It will require additional PM hours to coordinate and schedule subscriber reconfiguration.	PM/SE	Hours	80	\$ 175.00	\$ 14,000.00
Subscribers	Additional units to be rebanded on site (if quote is based on subscribers reconfiguration being performed at the shop)	PM/SE	Hours	80	\$ 175.00	\$ 14,000.00
Interoperability	Project delay in order to allow other licensees to reconfigure their systems so no interoperability is sacrificed during reconfiguration.	PM/SE	Hours	40	\$ 175.00	\$ 7,000.00
Total Contingency						\$ 56,000.00



SERVICES DETAIL CONTINUED

Subscriber Labor Details (page 1 of 2)

Licensee Name: SCHOOL BOARD OF BROWARD COUNTY

Level of Effort							
Level of Effort (LOE) lists the time the TA presumes reasonable for each task, measured in man-hours. Licensees must list only the minimum time necessary to complete the task. If the LOE required is greater than that listed the last column, the licensee must attach justification. You may insert rows in the installation sections to list different special vehicle types. You may use separate sheets for multiple agencies/departments.							
Replacement of Dash Mount Radios							
Task	Description	Per Unit Time in Hrs	Quantity	Total Time Hrs	Rate \$	Total \$	LOE for a task on a per unit basis in man-hours
1	<ul style="list-style-type: none"> Load programming template into new radio De-install & Install of new dash mount radio No antenna cable or mount install Installation of new antenna rod only Install new radio power cable(s) Functional post test Unpackage & Repackage Radios/Ship Includes up to 30 miles travel for installer 						
1a	De-install & Install for standard sedan or light/medium truck with unit installed under the dash and no obstructions or special installation requirements. Includes subtasks above	2.3	728	1674.4	\$118.00	\$ 197,579.20	2.4
1b	De-install & Install into Police sedan/cruiser (Center control console).	0.0	0	0.0	\$0.00	\$ -	3.3
1c	De-install & Install into Fire Truck	0.0	0	0.0	\$0.00	\$ -	3.8
1d	De-install & Install into special vehicle (Insert hours and describe below). Describe the special vehicle De-install & Install in this cell.	0.0	0	0.0	\$0.00	\$ -	By quote See instructions for Submitting a Subscriber Equipment Deployment Request for additional guidance
Replacement of Dash Mount Radios TOTAL						\$ 197,579.20	

Retune Existing Mobile Radios							
Task	Description	Per Unit Time in Hrs	Quantity	Total Time Hrs	Rate \$	Total \$	LOE for a task on a per unit basis in man-hours
3	<ul style="list-style-type: none"> Functional Pre-Test of existing radio - Talk group call on system Retune existing radio (no obstruction to retuning of radio) Functional post test of existing radio - Talk group call on system 	0.7	233	163.1	\$118.00	\$ 19,245.80	0.9
3a	Removal and re-install of existing mobile radio if radio cannot be programmed in the vehicle due to obstruction to programming port.	0.0	0	0.0	\$0.00	\$ -	1.0
Flashing and Retuning Existing Mobiles							
Item	Description	Per Unit Time in Hrs	Quantity	Total Time Hrs	Rate \$	Total \$	LOE for a task on a per unit basis in man-hours
4	<ul style="list-style-type: none"> Functional Pre-Test of existing radio - Talk group call on system Flash existing radio with Rebanding software Load programming template into existing radio (no obstruction to programming port of radio and radio is to be flashed and programmed in the vehicle) Functional post test of existing radio - Talk group call on system 	0.8	1169	935.2	\$118.00	\$ 110,353.60	0.9
4a	Removal and re-install of existing mobile radio if radio cannot be programmed in the vehicle due to obstruction to programming port.	0.0	0	0.0	\$0.00	\$ -	1.0
TOTAL MOBILE RADIOS						\$ 129,599.40	



SERVICES DETAIL CONTINUED
 Subscriber Labor Details (page 1 of 2)

Level of Effort (Continued)							
Portable Radios							
Task	Description	Per Unit Time in Hrs	Quantity	Total Time Hrs	Rate \$	Total \$	LOE for a task on a per unit basis in man-hours
5	Retune Existing Portable • Functional Pre-Test of existing radio - Talk group call on system • Retune existing radio (no obstruction to retuning of radio) • Functional post test of existing radio - Talk group call on system	0.5	34	17.0	\$118.00	\$ 2,006.00	0.7
5a	Flashing and Retuning of Existing Portable Radio • Functional Pre-Test of existing radio - Talk group call on system • Flash existing radio with Rebanding software • Load programming template into existing radio • Functional post test of existing radio -	0.6	497	298.2	\$118.00	\$ 35,187.60	0.7
5b	Replacement of Existing Portable Radio • Load programming template into new radio • Functional post test of new radio - Talk group call on system • Unpackage & Repackage Radios	0.5	12	6.0	\$118.00	\$ 708.00	0.6
TOTAL PORTABLES RADIOS						\$ 36,901.60	
Radio Templates (Masks)							
Task	Description	Per Unit Time in Hrs	Quantity	Total Time Hrs	Rate \$	Total \$	LOE for a task on a per unit basis in man-hours
6	Modify Radio Templates (Masks) for Replaced Units	4.0	25	100.0	\$118.00	\$ 11,800.00	4.0
6a	Modify Radio Templates (Masks) for Flashed Units	2.5	40	100.0	\$118.00	\$ 11,800.00	2.5
TEMPLATES TOTAL						\$ 23,600.00	
Grand Total						\$ 388,680.20	

EQUIPMENT DETAIL

Rebanding Flashkits

Vendor Radio Model	Radio Model Number	Radio Type required	Qty/Flash Kit	Part Number	Part Price	Option	Price
MCS2000	M01UJM6PW6BN	3600 Analog (Type II / TYPE III)	85	H1628A	000008-000000-2	G880AD	Paid by Sprint/Nextel
MCS2000	M01UJM6PW6BN	3600 Analog (Type II / TYPE III)	85	H1628A	000008-000000-2	G880AD	Paid by Sprint/Nextel
MCS2000	M01UJM6PW6BN	3600 Analog (Type II / TYPE III)	85	H1628A	000008-000000-2	G880AD	Paid by Sprint/Nextel
MCS2000	M01UJM6PW6BN	3600 Analog (Type II / TYPE III)	85	H1628A	000008-000000-2	G880AD	Paid by Sprint/Nextel
MCS2000	M01UJM6PW6BN	3600 Analog (Type II / TYPE III)	85	H1628A	000008-000000-2	G880AD	Paid by Sprint/Nextel
MCS2000	M01UJM6PW6BN	3600 Analog (Type II / TYPE III)	85	H1628A	000008-000000-2	G880AD	Paid by Sprint/Nextel
MCS2000	M01UJM6PW6BN	3600 Analog (Type II / TYPE III)	85	H1628A	000008-000000-2	G880AD	Paid by Sprint/Nextel
MCS2000	M01UJM6PW6BN	3600 Analog (Type II / TYPE III)	85	H1628A	000008-000000-2	G880AD	Paid by Sprint/Nextel
MCS2000	M01UJM6PW6BN	3600 Analog (Type II / TYPE III)	85	H1628A	000008-000000-2	G880AD	Paid by Sprint/Nextel
MCS2000	M01UJM6PW6BN	3600 Analog (Type II / TYPE III)	85	H1628A	000008-000000-2	G880AD	Paid by Sprint/Nextel
MCS2000	M01UJM6PW6BN	3600 Analog (Type II / TYPE III)	85	H1628A	000008-000000-2	G880AD	Paid by Sprint/Nextel
MCS2000	M01UJM6PW6BN	3600 Analog (Type II / TYPE III)	85	H1628A	000008-000000-2	G880AD	Paid by Sprint/Nextel
MCS2000	M01UJM6PW6BN	3600 Analog (Type II / TYPE III)	85	H1628A	000008-000000-2	G880AD	Paid by Sprint/Nextel
MCS2000	M01UJM6PW6BN	3600 Analog (Type II / TYPE III)	85	H1628A	000008-000000-2	G880AD	Paid by Sprint/Nextel
MCS2000	M01UJM6PW6BN	3600 Analog (Type II / TYPE III)	85	H1628A	000008-000000-2	G880AD	Paid by Sprint/Nextel
MCS2000	M01UJM6PW6BN	3600 Analog (Type II / TYPE III)	43	H1628A	000008-000000-2	G880AD	Paid by Sprint/Nextel
MTS2000	H01UCF6PW1BN	3600 Analog (Type II / TYPE III)	80	N1706	000008-000000-2	Q880AF	Paid by Sprint/Nextel
MTS2000	H01UCF6PW1BN	3600 Analog (Type II / TYPE III)	80	N1706	000008-000000-2	Q880AF	Paid by Sprint/Nextel
MTS2000	H01UCF6PW1BN	3600 Analog (Type II / TYPE III)	80	N1706	000008-000000-2	Q880AF	Paid by Sprint/Nextel
MTS2000	H01UCF6PW1BN	3600 Analog (Type II / TYPE III)	77	N1706	000008-000000-2	Q880AF	Paid by Sprint/Nextel
XTL1500	M28URS9PW1AN	3600 IMBE/Analog & P25	95	T7192	100008-000000-0	G880AC	Paid by Sprint/Nextel
XTL1500	M28URS9PW1AN	3600 IMBE/Analog & P25	96	T7192	100008-000000-0	G880AC	Paid by Sprint/Nextel
XTS5000	H18UCH9PW7AN	3601 IMBE/Analog & P25	22	T6751	100008-000000-0	Q880AA	Paid by Sprint/Nextel
XTS2500	H46UCH9PW7AN	3600 IMBE/Analog & P25	79	T6811	500008-000410-5	Q880AC	Paid by Sprint/Nextel
XTS2500	H46UCH9PW7AN	3600 IMBE/Analog & P25	79	T6811	500008-000410-5	Q880AC	Paid by Sprint/Nextel
			27	Total Flash Kits			
			366	Total Radios			



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EQUIPMENT DETAIL CONTINUED

Replacement Subscribers List

RBP03 - XTS2500			MOT
Enter Dept or Agency by configuration: >>>			Replace MTX820
			Smartzone
			Analog
			Model 3
			STD
Qty	Model	Item	Comments
<i>Items Comprising the Base Kit Smartnet Package are in Bold</i>			
12	H46UCH9PW2BN	XTS2500 Rebanding Portable Radio Model 3	Paid by Sprint/Nextel
		Included Std Whip Antenna	
		Included Std Belt Clip	
		Included Standard Battery	
12	Q443	SmartZone Operation-Q443	
12	H43	Remote Monitor - H43	Paid by Sprint/Nextel
12	NTN9815	Spare Battery - NTN9815	Paid by Sprint/Nextel
12	NTN1873	Single Unit Rapid Charger - NTN1873	Paid by Sprint/Nextel

RBM03 - XTL2500			MOT
Enter Dept or Agency by configuration: >>>			Replace Spectra
			Smartzone
			Analog
			Dash
			Palm Mic
			7.5 watt
			1/4 Wave
Qty	Model	Item	Comments
<i>Items Comprising the Base Kit Smartnet Package are in Bold</i>			
728	M21URM9PW2AN	XTL2500 Rebanding Mobile Radio	Paid by Sprint/Nextel
728	G335	Antenna 1/4 Wave	Paid by Sprint/Nextel
728	W22	Palm Microphone - W22	Paid by Sprint/Nextel
728	B18	7.5W Speaker - B18	Paid by Sprint/Nextel
728	G442	Control Head - G442	Paid by Sprint/Nextel
728	G444	Control Head software - G444	Paid by Sprint/Nextel
728	G66	Mounting Kit G66 or G67 included in base.	Paid by Sprint/Nextel
728	G241	Analog operation	Paid by Sprint/Nextel
728	G51	Software Smartzone/singletone	Paid by Sprint/Nextel
728	G114	Enh ID Display - G114	Paid by Sprint/Nextel
728	G170	Radio Trace - G170	Paid by Sprint/Nextel
728	G683	One Touch - G683	Paid by Sprint/Nextel
740	Total Replacement Subscribers		



EQUIPMENT DETAIL CONTINUED

SCHOOL BOARD OF BROWARD COUNTY

“ALTERNATIVE COMPARABLE FACILITIES PRODUCTS LIST”

Item	Qty.	Model	Description	Price
1	12	H46UCH9PW2BN	XTS-2500 REBANDING PORTABLE RADIO MODEL 3	\$0.00
			INCLUDED STD. WHIP ANTENNA	\$0.00
			INCLUDED STD. BELT CLIP	\$0.00
			INCLUDED STANDARD BATTERY	\$0.00
1A	12	Q443	SMARTZONE OPERATION	\$0.00
1B	12	H43	REMOTE MONITOR	\$0.00
2	12	NTN9815	SPARE BATTERY	\$0.00
3	12	NTN1873	SINGLE UNIT RAPID CHARGER	\$0.00
4	728	M28URS9W1-N	XTL-1500 STANDARD MOBILE RADIO	\$0.00
4A	728	G789	3600 DIGITAL SOFTWARE	\$0.00
4B	728	W81	KEYLOCK MOUNT	\$0.00
4C	728	G174	3db GAIN ANTENNA	\$0.00
4D	728	B18	7.5 WATT SPEAKER	\$0.00
4E	728	G400	ENH 1 YEAR DEPOT REPAIR SERVICE	\$0.00



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ATTACHMENTS

- Attachment A. INTERMODULATION REPORT**
- Attachment B. SUITABILITY ASSESSMENT IMPACT REPORT**
- Attachment C. FUNCTIONAL ACCEPTANCE TEST PROCEDURES (ATP)**
- Attachment D. RF PERFORMANCE VERIFICATION PLAN**
- Attachment E. CUT-OVER & FALL BACK PLAN**
- Attachment F. RECONFIGURATION PROJECT SCHEDULE**
- Attachment G. EQUIPMENT RETURN PROCESS**
- Attachment H. MEDIATION TRACKING DETAIL**

ATTACHMENT A

INTERMODULATION REPORT

No Intermodulation Study was required or performed as part of this proposal.



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ATTACHMENT B

SUITABILITY ASSESSMENT IMPACT REPORT

(SAIR)



Suitability Assessment Impact Report

Licensee Name: Unknown

Customer Name: The School Board of Broward County, Florida

Submitted by: Motorola Inc.

System Type: SmartZone

Preparation Date: Wednesday, October 17, 2007

The content of this report is dependent upon the data entered into the inventory workbook as supplied by the Customer or the Customer's agent

Concerning the Suitability Assessment Process, Motorola has completed its preliminary evaluation and has determined that the products listed in the inventory you provided will be impacted as described in the following text. However, Motorola may perform additional regression tests as required on these products. In the unlikely event the regression testing indicates the above information is incorrect, Motorola will gladly provide corrected information to you and advise you of the effects of rebanding; further, if it is appropriate, Motorola will provide to you a quote for software, hardware or services to address the effects of rebanding.



Impact to Base Stations or Repeaters

No Base Station Inventory Input Provided

Impact to System Controllers

No Trunked System Controllers Inventory Input Provided

Impact to Management Terminals

Flash the MCS2000 RFM Modem with rebanding firmware and retune with RVN4175T CPS software

Impact to Subscribers

Replace Spectra with XTL2500RB including dual control head. For (C7/W7/W9/C9 remote mount, or Motorcycle installations) replace with XTL5000 retune with new rebanding CPS RVN4185T

REPLACE the MTX820S portable with the XTS1500 RB for the basic radio or XTS2500RB model III for the keypad model then retune with the new rebanding RVN4181T CPS software.

Flash the MCS2000 mobile with rebanding firmware then retune with new RVN 4175T CPS software

XTS2500 radios shipped before Feb. 2006 flash with rebanding firmware then retune with new RVN4181T CPS software.

XTL1500 radios shipped before Feb. 2006 flash with rebanding firmware then retune with new RVN4185T CPS software.

XTL1500 radios shipped after Jan. 2006 retune with new RVN4185T CPS software.

For MTS2000 radio with 512 Kbyte memory and codeplug size less than 13.5 Kbyte flash with rebanding firmware then retune with new RVN4176S CPS software

Impact to Dispatch Console Systems

No Dispatch Center Inventory Input Provided

Impact to MOSCAD Sub-Systems

No MOSCAD Inventory Input Provided



ATTACHMENT C

FUNCTIONAL ACCEPTANCE TEST PROCEDURES (FATP)



MOTOROLA

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FUNCTIONAL ACCEPTANCE TEST PROCEDURES

for:

The School Board of Broward County, FL

Prepared by:



MOTOROLA
intelligence everywhere™

Trunking Features

Talkgroup Call

1. DESCRIPTION

The talkgroup call is the primary level of organization for communications on a trunked radio system. Radios with talkgroup call capability will be able to communicate with other members of the same talkgroup.

Radio users can select between the different talkgroups that are programmed in the radio using a manual switch or keypad.

SETUP

RADIO-1 - TALKGROUP 1
RADIO-2 - TALKGROUP 1

2. TEST

- Step 1. Initiate a clear talkgroup call with RADIO-1.
- Step 2. Verify communication with RADIO-2.

Pass ___ Fail ___



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Signoff Certificate

By their signatures below, the following witnesses certify they have observed the In-Field System Verification Test Procedures.

Signatures

LICENSEE WITNESS:

	Date: _____
--	-------------

Please Print Name: _____



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ATTACHMENT D

RF PERFORMANCE VERIFICATION PLAN

(Not Applicable to this proposal)



ATTACHMENT E

CUT-OVER & FALL BACK PLAN



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Broward County School Board 800 MHz System Cutover Plan

I. Preliminary Subscriber Test

1. Update/develop and verify rebanded radio templates.

II. Radio Replacement Process

Note: Use the following process to program replacement radios on a select number of radios first. Once the operation is verified continue with the other radios.

1. If a current archive of the subscriber radio does not exist read the radio, to be replaced, with the current RSS/CPS.
2. Save this radio programming file to the computer.
3. Either print out the archive or keep the file open for reference.
4. Read the replacement radio, prior to programming, with the latest CPS software.
5. Use the information from the original radio to program the Rebanded configuration into the new radio with the CPS.
6. Program the new control channel and failsoft frequencies along with the old into the new radio programming template. Place new frequencies at the top of the list.
7. Review the programming template for accuracy then save this new programming template into the computer.
8. Program the new radio with the template developed in steps 5 and 6 above.
9. Test this radio on the system to ensure all talkgroups and functions perform as desired.

Fallback Plan: If the subscriber fails to communicate properly, revert back to prior configuration and contact Motorola PM and System Support Center (SSC) for assistance.

10. Use the template created in steps 5 and 6 to “clone” radios of the same configuration.
11. Test each replaced radio after programming.

Fallback Plan: If the subscriber fails to communicate properly, revert back to prior configuration and contact Motorola PM and System Support Center (SSC) for assistance.

12. Select the next set of radios and perform steps 1 through 10 as above.

Fallback Plan: If the subscriber fails to communicate properly, revert back to prior configuration and contact PM and System Support Center (SSC) for assistance.



III. Radio Reprogramming Process

Note: Use the following process to flash radios on a select number of radios first. Once the operation is verified continue with the other radios.

1. Select an existing radio to be flashed and programmed for reconfiguration.
2. Perform a quick test of the radio to ensure it is working properly.

Fallback Plan: If the subscriber fails to communicate properly, revert back to prior configuration and contact PM and System Support Center (SSC) for assistance.

3. Read the radio with the new CPS software.
4. Save the radio programming template to the computer.
5. Flash the radio with Rebanding firmware using the radio flashing procedure defined in the CPS software documentation.
6. Program the new control channel and failsoft channel frequencies into the radio programming template leaving the existing control and failsoft frequencies intact. Place new frequencies at the top of the list.
7. Save this newly modified template to the computer.
8. Program the radio with the newly modified template.
9. Test the radio to ensure it operates properly on the system.

Fallback Plan: If the subscriber fails to communicate properly, revert back to prior configuration and contact PM and System Support Center (SSC) for assistance.

10. Select the next radio and pre-test the radio to ensure it works properly prior to cloning.

Fallback Plan: If the subscriber fails to communicate properly, revert back to prior configuration and contact PM and System Support Center (SSC) for assistance.

11. Clone the radio with the template saved in step 7 above.
12. Test the radio.

Fallback Plan: If the subscriber fails to communicate properly, revert back to prior configuration and contact PM and System Support Center (SSC) for assistance.

13. If a radio of the same configuration is not available proceed with another unit and perform steps 1 through 12 above for the next radio configuration. Use the saved radio programming template to “clone” the next radio of this configuration as it comes available.

IV. Radio Retune Process

Note: Use the following process to retune radios on a select number of radios first. Once the operation is verified continue with the other radios.

1. Select an existing radio to be flashed and programmed for reconfiguration.
2. Perform a quick test of the radio to ensure it is working properly.

Fallback Plan: If the subscriber fails to communicate properly, revert back to prior configuration and contact PM and System Support Center (SSC) for assistance.

3. Read the radio with the new CPS software.
4. Save the radio programming template to the computer.
5. Program the new control channel and failsoft channel frequencies into the radio programming template leaving the existing control and failsoft frequencies intact. Place new frequencies at the top of the list.
6. Save this newly modified template to the computer.
7. Program the radio with the newly modified template.
8. Test the radio to ensure it operates properly on the system.

Fallback Plan: If the subscriber fails to communicate properly, revert back to prior configuration and contact PM and System Support Center (SSC) for assistance.

9. Select the next radio and pre-test the radio to ensure it works properly prior to cloning.

Fallback Plan: If the subscriber fails to communicate properly, revert back to prior configuration and contact PM and System Support Center (SSC) for assistance.

10. Clone the radio with the template saved in step 7 above.
11. Test the radio.

Fallback Plan: If the subscriber fails to communicate properly, revert back to prior configuration and contact PM and System Support Center (SSC) for assistance.

12. If a radio of the same configuration is not available proceed with another unit and perform steps 1 through 12 above for the next radio configuration. Use the saved radio programming template to "clone" the next radio of this configuration as it comes available.

V. Site Lens Reconfiguration

1. Read each RF modem with the new CPS software.
2. Save each RF modem programming template to the computer.
3. Flash each RF Modem with Rebanding firmware using the radio flashing procedure defined in the CPS software documentation.



4. Program the new control channels into the radio programming template leaving the existing control frequencies intact. Place new frequencies at the top of the list.
5. Save this newly modified template to the computer.
6. Program each RF modem with the newly modified template.
7. Update the Site Lens database to reflect the new frequencies.
8. Test the RF Modem to ensure it operates properly on the system.

Fallback Plan: If the subscriber fails to communicate properly, revert back to prior configuration and contact PM and System Support Center (SSC) for assistance.



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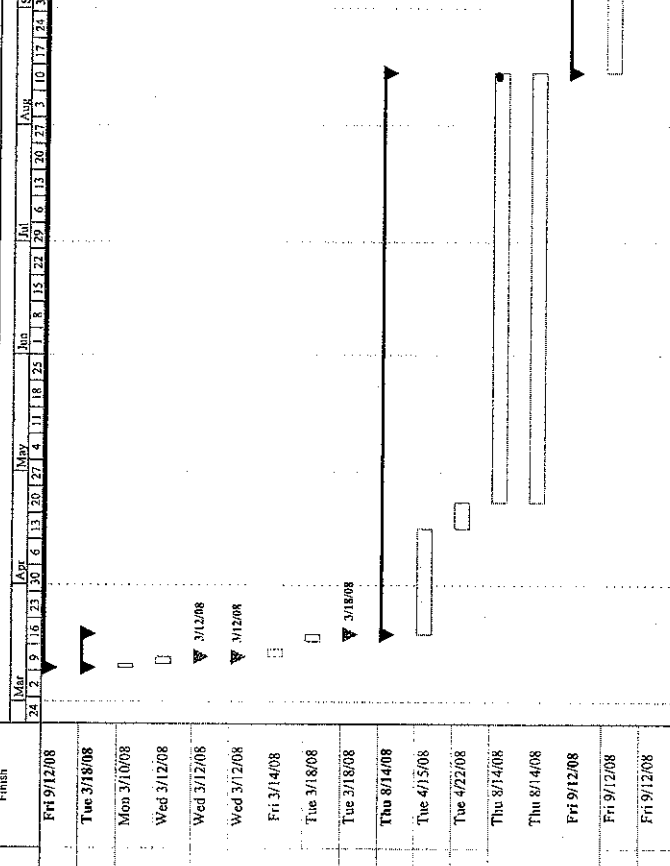
ATTACHMENT F

RECONFIGURATION PROJECT SCHEDULE



Motorola 800 MHz Rebanding Project
School Board of Broward County, FL

ID	Task Name	Duration	Start	Finish
1	School Board of Broward County FL 800 MHz Rebanding Reconfiguration Schedule	132 days	Mon 3/10/08	Fri 9/12/08
2	Kick-Off Phase	7 days	Mon 3/10/08	Tue 3/18/08
3	Conduct Kick-Off Meeting - Start Date March 10, 2008	1 day	Mon 3/10/08	Mon 3/10/08
4	Coordinate Access with Site Owner	2 days	Tue 3/11/08	Wed 3/12/08
5	Submit Meeting & Control Docs (Ongoing as Req'd)	0 days	Wed 3/12/08	Wed 3/12/08
6	Submit Preliminary Project Schedule	0 days	Wed 3/12/08	Wed 3/12/08
7	Customer Provided Schedule Input	2 days	Thu 3/13/08	Fri 3/14/08
8	Revise and Finalize Project Schedule	2 days	Mon 3/17/08	Tue 3/18/08
9	Project Schedule Acceptance	0 days	Tue 3/18/08	Tue 3/18/08
10	Reconfiguration Phase - Subscriber Reconfiguration	105 days	Wed 3/19/08	Thu 8/14/08
11	Customer coordinate subscribers for retune	20 days	Wed 3/19/08	Tue 4/15/08
12	Reconfigure Subscriber units - Initial Test	5 days	Wed 4/16/08	Tue 4/22/08
13	Reconfigure Subscriber units - 8 replacements/day - 20 returns/day	80 days	Wed 4/23/08	Thu 8/14/08
14	Functional Test Subscriber unit after Freq inserted	80 days	Wed 4/23/08	Thu 8/14/08
15	Reconfiguration Phase - True up & Closeout	20 days	Fri 8/15/08	Fri 9/12/08
16	System True Up & Punch List resolution	20 days	Fri 8/15/08	Fri 9/12/08
17	Customer Rebanding Reconfiguration Acceptance	0 days	Fri 9/12/08	Fri 9/12/08



ATTACHMENT G
EQUIPMENT RETURN PROCESS



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MOTOROLA REBANDING EQUIPMENT RETURN PROCESS

Summary

All of the Motorola replaced subscriber radios and related accessories must be returned to the address below within the days stated in the approved Frequency Relocation Agreement (FRA) or if not specifically stated in the FRA then 30 days of the new subscriber radios and accessories being shipped. Requests for an extension must be sent to bruce.ross@motorola.com stating the reason for the request and a proposed new timetable for the returns to be completed. The only exceptions to the return requirement are the cables for trunk mounted mobile radios and mobile antennas which can be discarded on site. Any replaced fixed equipment such as base stations, tower antennas, 6809 boards etc., must be sent to the Abilene location.

Subscriber shipping destinations for Motorola lead Rebanding projects:

	Original Radio	
Replacement Radio	Motorola	Competitive
Motorola	CTDI - Elgin, IL	CTDI - Elgin, IL
Competitive		Nextel - Abilene, TX

Motorola c/o CTDI
800 MHz Rebanding Project
2224 Galvin Drive
Elgin, IL 60124

or

Sprint/Nextel
5520 N 1st Street
Abilene, TX 79603

Basic Process

1) Serial Number Collection

- A) Gather the serial numbers of all the radios to be returned in that shipment.
The serial number can be read from the label on the back or bottom of the radio.
- B) If the serial number is not readable on the outside of the radio, obtain the serial number from the radio display or from the programming tool. Affix a separate label to the outside of the radio and write the serial number on the label.
- C) If the serial number is not obtainable using method "B" above, obtain the serial number from your records or any other method then affix a label to the outside of the radio and write the serial number on the label.
- D) If the serial number is not obtainable by any method, affix a label to the outside of the radio and write the Nextel Deal Number followed by a two digit sequential number that is unique to each unit (e.g. 01, 02 etc.) Keep record of the unique numbers used for potential future reference or for reconciliation purposes.

2) Customer Programming

If required by the customer, remove customer specific programming from the radios including talk groups.



3) Packaging material

Reuse the new radio packaging material whenever possible. If reusing packaging material, all existing carrier labels should be removed or covered up. If packaging material is needed then contact Terry Sunday at the Sprint Nextel Abilene warehouse at (800) 599-7255.

4) Packing the equipment

Pack the equipment into the boxes in a uniform manner to allow for ease of verification and counts of the equipment at the receiving location. This would include packaging radios such that the serial numbers point outward or upward in the box. This would also include packaging like accessories together in bags or smaller containers with counts noted on the outside of the smaller container which would be placed into the larger box.

5) Packing Slip(s)

Create a packing slip for each box by going to <https://etos1.ctdi.com/login/>

Use your deal number (Example: DL1234567890) as the Logon ID.

**** IMPORTANT NOTE:** If you have multiple Deal Numbers, it is important to use the one that is associated with replacement of the equipment being returned in this shipment. If in doubt, please contact your Sprint Nextel Project Manager.

Use the same deal number as your password.

Click on Deal Entry in the top left corner.

Enter your contact information and click "Next".

Enter the Tracking #, if known.

Enter the weight, if known.

Select the Make of the item you are returning.

Select the Type of the item you are returning.

Select the Model of the item you are returning.

Input the quantity for that item you are returning.

Input the serial numbers, if the items are radios by clicking on the "Enter Serial #s" box.

Click the box "Add Line" for the next item to input.

When finished inputting the lines then click the "Build Carton".

Print the packing slip for each carton and include it inside the carton.

Retain a copy of all packing slip(s) for future reference. To retain a soft copy of the packing slip, go to the browser and select File > Edit with Microsoft Word to copy the file to Word.

6) Ship

Follow the shipping instructions listed below for the Rebanding Subscriber Return Process. Nextel will be billed directly from UPS for the shipping cost.

7) Reconciliation Resolution

Be prepared to assist in resolving any reconciliation issues that may arise from the comparison of the returns vs the replacements.



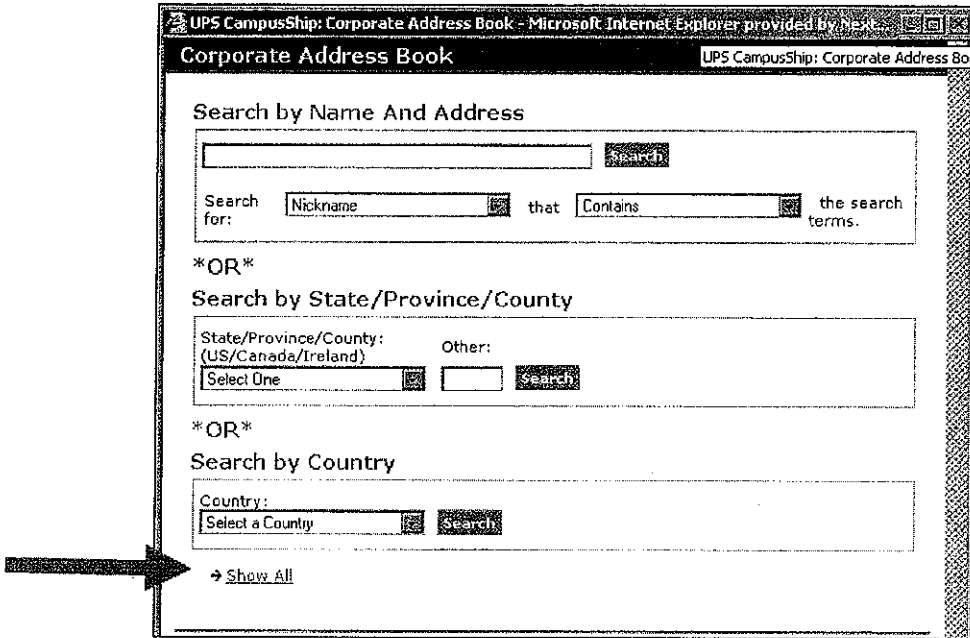
REBANDING SUBSCRIBER RETURN PROCESS

1. Go to <https://www.campusship.ups.com/cship/create>
2. Enter User ID: rebanding process (one word – small letters).
3. Enter Password: Sprint (case sensitive).
4. Click Log In.

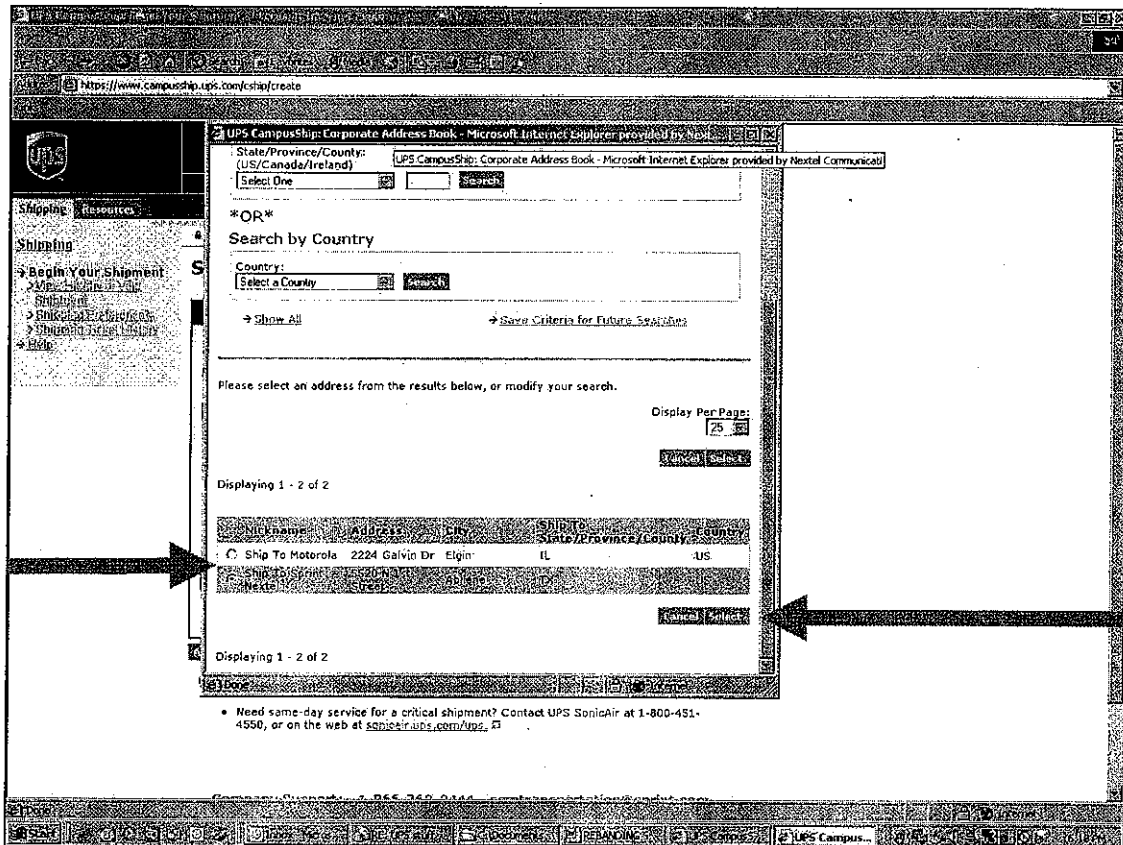
5. Click on "Corporate Address Book".



- 6. Click on "Show All" and scroll down.



- 7. Click on the correct destination address, then click Select.



8. Now click on "Shipper" Edit.

UPS CampusShip: Begin Your Shipment - Microsoft Internet Explorer provided by Nextel Communications

https://www.campusship.ups.com/ship/create

UPS CampusShip™

Shipping Resources

Welcome, SprintNextel | Logout My Settings

Shipping

- Begin Your Shipment
- View History of Your Shipments
- Shipping Preferences
- Shipping Ticket History
- Help

Shipping

Please enter your shipping information below. Required fields are shown in bold.

Begin Your Shipment

Address Information Ship To: Edit 800 MHz Relocation Project 5520 N 1st Street Abilene TX 79603 <input type="checkbox"/> Perform Detailed Address Validation	Shipment Information Service: UPS Ground Service Packaging: Your Packaging Package 1 Weight: (Not required for UPS Letters) lbs Deal Number: <input type="checkbox"/> Print Deal Number on Shipping Label as Bar Code Print and Save Shipping Ticket
Shipper: Edit SprintNextel 800 MHz RELOCATION PROJECT Enter Ship From Address Enter Ship From City TX 79603 Ship From: Edit Enter Ship From City TX 79603 <input type="checkbox"/> Schedule a Pickup	Number of Packages: 1 Package 1 Weight: (Not required for UPS Letters) lbs Deal Number: <input type="checkbox"/> Print Deal Number on Shipping Label as Bar Code Print and Save Shipping Ticket
Payment Information Edit Bill Shipping Charges to: Shipper's UPS Account Shipper's UPS Account UPS Account	

Other Shipping Services

9. Fill in your agency name, address and telephone (email is optional). Click Update.

https://www.campusship.ups.com - UPS CampusShip: Shipper Address - Microsoft Internet Explorer

UPS CampusShip™

Shipping Resources

Welcome, SprintNextel | Logout My Settings

Shipping

- Begin Your Shipment
- View History of Your Shipments
- Shipping Preferences
- Shipping Ticket History
- Help

Shipper Address

Please modify the information given below and select Update.

Required fields are shown in bold. (*required for international destinations and UPS Next Day Air Early A.M. service.)

Address Information

Company or Name: Agency Name *Contact: John Doe Address: 123 Main City: RESTON	State/Province/County: Other: (US/Canada/Ireland) Virginia Postal Code: 20191 *Telephone: 703-123-4567 E-mail: scmtransportation@sprint.com <input type="checkbox"/> Residential Address	Country: (*Postal Code Is Required) United States*
--	---	---

Company Support: 1-866-763-2444
scmtransportation@sprint.com



MOTOROLA

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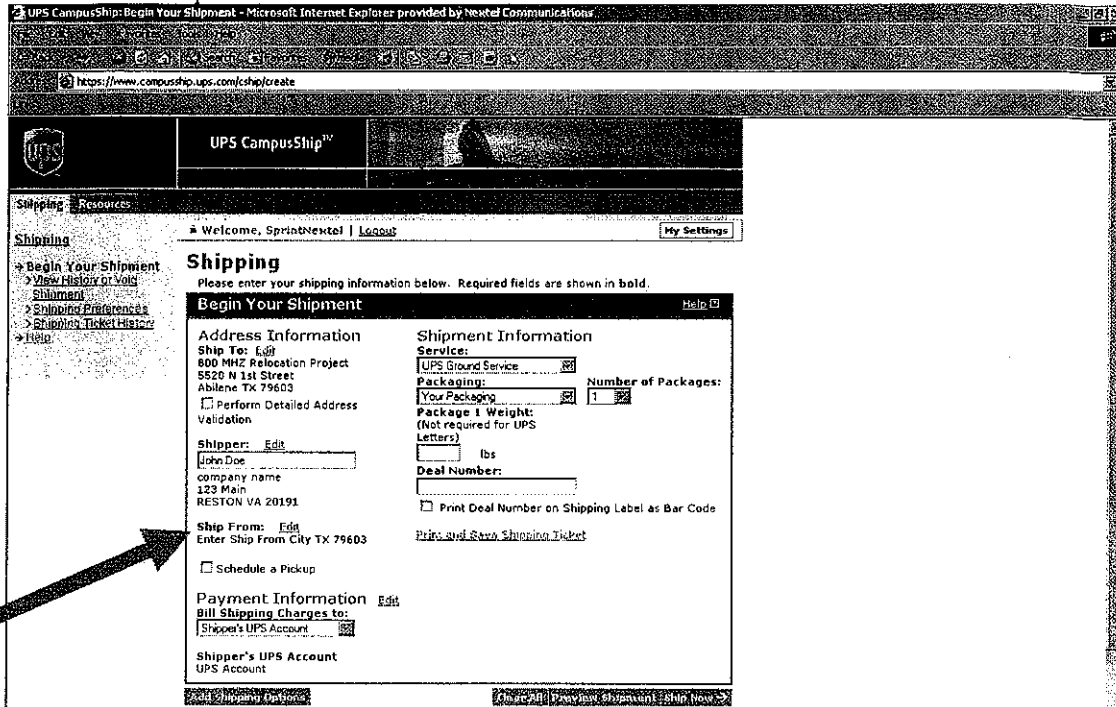
Motorola Confidential Proprietary

Version 4.6

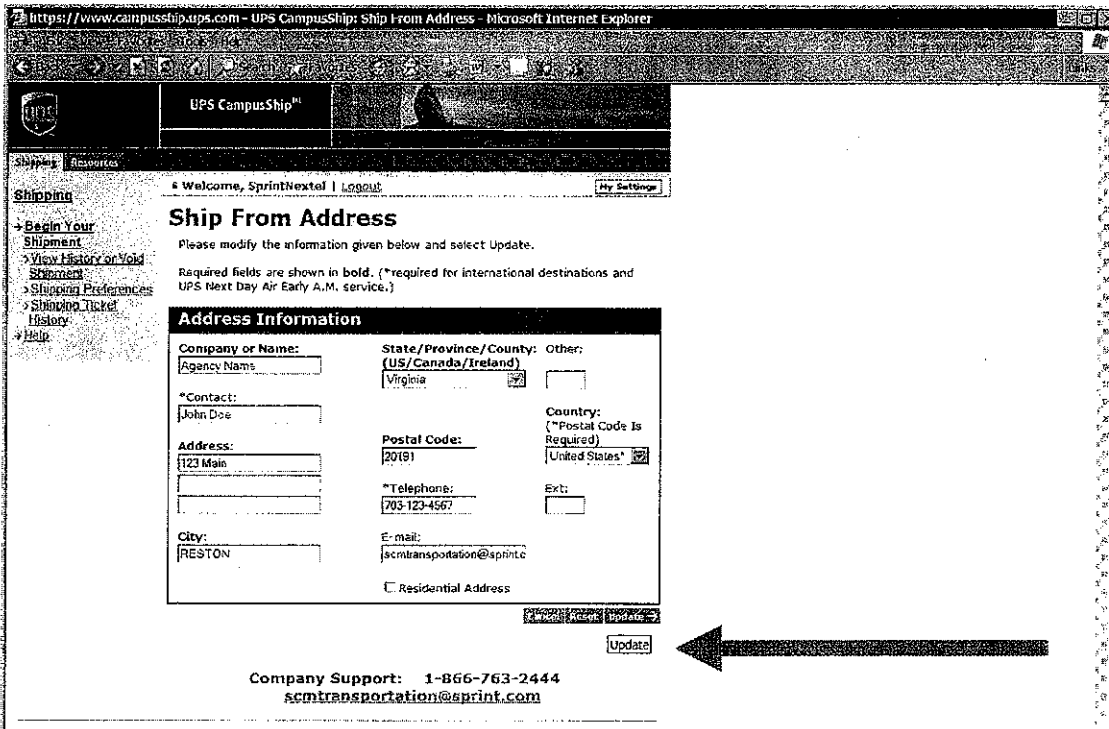
Rev. 06/13/2008

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10. Click on "Ship From" Edit.



11. Enter Ship From information. Click Update.



12. A) Choose "UPS Ground Service" and ALWAYS choose "Your Packaging".
- B) Guess and enter the package weight.
- C) Add your Deal Number.
- D) Check the "Schedule a Pickup" box and click on Ship Now.

The screenshot shows the 'Begin Your Shipment' form with the following fields and annotations:

- Service:** UPS Ground Service (Annotation A)
- Packaging:** Your Packaging (Annotation B)
- Package 1 Weight:** lbs (Annotation B)
- Deal Number:** (Annotation C)**
- Number of Packages:**
- Payment Information:** Shipper's UPS Account (Annotation D)
- Other Shipping Services:** Schedule a Pickup (Annotation D)

Note: "Shipper's UPS Account" means that Sprint's account will be used for this shipment.

** IMPORTANT NOTE: If you have multiple Deal Numbers, it is important to use the one that is associated with replacement of the equipment being returned in this shipment. If in doubt, please contact your Sprint Nextel Project Manager.

13. Enter Pickup dates. Click on Continue.

UPS On-Call Pickup
 UPS On-Call Pickup service gives you the convenience of having your package picked up at your home or office in major metropolitan areas, Monday through Saturday. Required fields are shown in bold.

Scheduling Information

Pickup Date
 Monday, October 9, 2006

Shipment Ready at:
 12:00 : 00:00 C.A.M. @ P.M.

Pick up by:
 10:00 : 10:00 P.M.

Customer Information

Ship From Address [Edit](#)
 John Doe
 Agency Name
 703-123-4567
 123 Main
 RESTON VA 20191
 UNITED STATES

Additional Pickup Information

Suite/Room Floor

Pickup Location

Contact Information

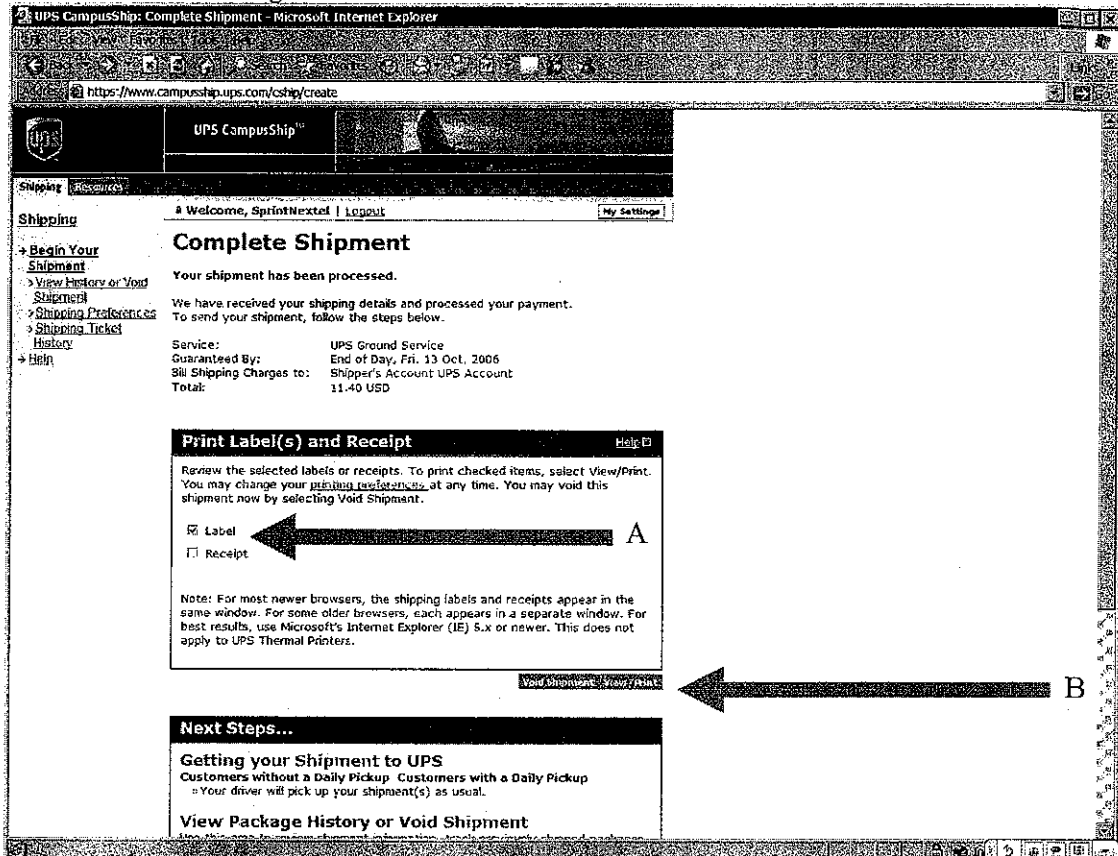
Contact Name

Telephone Ext.

[Continue](#)



14. Print your label by:
 - A. Checking the "Label" box.
 - B. Clicking View/Print.
 - C. Selecting your printer from the print dialog box that appears.
 - D. Clicking Print.



15. Adhere the label to the package and wait for UPS to pickup.

UPS CampusShip: View/Print Label

- Print the label(s):** Select the Print button on the print dialog box that appears. Note: If your browser does not support this function select Print from the File menu to print the label.
- Fold the printed label at the dotted line.** Place the label in a UPS Shipping Pouch. If you do not have a pouch, affix the folded label using clear plastic shipping tape over the entire label.
- GETTING YOUR SHIPMENT TO UPS**

Customers without a Daily Pickup

 - Schedule a same day or future day Pickup to have a UPS driver pickup all your CampusShip packages.
 - Hand the package to any UPS driver in your area.
 - Take your package to a location of The UPS Store®, UPS Drop Box, UPS Customer Center or Authorized Shipping Outlet near you. Items sent via UPS Return Services (including Ground Returns) are accepted at any UPS Drop Box.
 - To find the location nearest you, please visit the Resources area of CampusShip and select UPS Locations.

Customers with a Daily Pickup

 - Your driver will pickup your shipment(s) as usual.

FOLD HERE

10 LBS 1 OF 1

SHIP TO:
800 MHz REBANDING PROJECT
5200 N 1ST STREET
ARLINGTON TX 79603

TX 796 0-01

UPS GROUND
TRACKING # : 1Z 3W2 BUS 03 9976 8102

Print Dialog:

- hp officejet 7100 series
- Microsoft Office Document Image Writer
- Nextel D6 - HP LaserJet 8150 PCL 6
- Nextel D6 HP Color LaserJet 4600 PCL 6
- PDF995

You are done.



ATTACHMENT H

MEDIATION TRACKING DETAIL

Motorola Mediation Support costs have not been included in this reconfiguration proposal. If the Licensee requests mediation support from Motorola, these costs will be submitted via Change Order.



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