

**GEORGIA TECHNOLOGY AUTHORITY
ENTERPRISE AGREEMENT NUMBER: 980-280008 FOR
SERVICES, EQUIPMENT AND/OR SOFTWARE**

This Agreement is made by and between the **Georgia Technology Authority** and **Motorola, Inc.** whose principal place of business is located at 1700 Belle Meade Court, Lawrenceville, GA 30043 (hereinafter referred to as "Contractor").

WHEREAS, Contractor desires to sell products and perform services to GTA and Agency of the State of Georgia;

WHEREAS, GTA and all other Agencies in the State of Georgia may purchase from Contractor, from time to time, products and services; and

THEREFORE, In consideration of the terms and conditions contained in this Agreement, and other good and valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:

1. Definitions.

- 1.1. "Acceptance Test" shall mean as defined in Exhibit E, attached herein.
- 1.2. "Acceptance Test Plan" shall mean as defined in Exhibit E, as attached herein.
- 1.3. "Acceptance Procedure" shall mean as described in Exhibit E, attached herein.
- 1.4. "Application Software" shall mean as described in Exhibit E, attached herein.
- 1.5. "Agency" shall include any and all State of Georgia entities, including but not limited to, departments, agencies, authorities, commissions, boards, colleges and universities, counties, cities, townships and other political subdivisions of the State.
- 1.6. "Beneficial Use" shall mean in production use of the system prior to System Acceptance, and further describe in Exhibit E, attached herein.
- 1.7. "Effective Date" shall mean the date this Agreement is signed by both parties.
- 1.8. "Embedded Software" shall mean the software describe in Exhibit A.
- 1.9. "Equipment" shall mean the price and discount schedule for hardware or products described in Exhibit A.
- 1.10. "Escalation Plan" shall mean the Contractor process to handle and monitor any quality issues with GTA and the Agency and will be described in Exhibit C
- 1.11. "Final Project Acceptance" shall mean as described in Exhibit E.
- 1.12. "Intellectual Property" shall mean any and all programming tools, methods, ideas, discoveries, know-how, show-how, concepts, drawings, designs, diagrams, models, algorithms, structures, sequences, techniques, flow charts, methodologies, processes, procedures, routines, subroutines, software code (both object and source code), data, research, development, specifications, documentation, user manuals, reports, summaries, inventions, patents, copyrights, trademarks, trade dress, trade secrets,

regulatory filings, or other information (whether or not patentable and whether or not in tangible or intangible form), and any other industrial or proprietary rights, and any documentation relating thereto, and any and all applications for any of the forgoing, whether or not registered as of the Effective Date or at any later date.

- 1.13. "Payment Period" shall mean each full calendar quarter during the term of this Agreement.
 - 1.14. "Proposal" shall mean Contractor's response to the RFX.
 - 1.15. "Purchase Order" shall mean the purchase order document submitted to Contractor by GTA or an Agency that specifies the quantity and type of goods or services that Contractor will provide to GTA or an Agency under this Agreement.
 - 1.16. "Services" shall mean the work performed by Contractor as further described in Exhibit A
 - 1.17. "Stand Alone Software" shall mean the set of one or more computer programs which is composed of software codes, routines, subroutines, concepts, processes, algorithms, formulas, corrections, patches, updates, upgrades, enhancements, new releases or revisions, as further described in Exhibit A.
 - 1.18. "Subsystem" shall mean as described in Exhibit E.
 - 1.19. "Systems Acceptance" shall mean as described in Exhibit E.
 - 1.20. "Systems Acceptance Certificate" shall mean as described in Exhibit E.
 - 1.21. "Usage Report" shall mean a report the Contractor prepares and delivers to GTA and reflects any information requested by GTA to verify the amount due.
 - 1.22. "Total Spend Report" shall mean a Contractor provided report of the total spend by GTA and all Agencies which shall include those acquisitions to Contractor directly as well as Contractor's dealers for the year beginning July 1, 2007 through June 30, 2008.
2. Scope. Contractor agrees to provide to GTA the Services, Equipment and/or Software and as described in Exhibit A, which is attached hereto and incorporated herein by reference the contractual relationship between Contractor and GTA shall be governed by the following order of precedence: (i) the provisions of this Agreement, including all exhibits attached hereto and incorporated into this Agreement. Any pre-printed contract terms and conditions included on Contractor's forms or invoices shall be null and void.
- From time to time GTA will issue a Statement of Need ("SON") solicitation for Services, Equipment and/or Software as described in Exhibit A. Contractor will propose a Statement of Work ("SOW") in response to the needs and requirements set forth in each SON. Contractor agrees to provide the Services and deliverables set forth in each such SOW submitted by Contractor, subject to the terms and conditions of this Agreement and any additional terms and conditions set forth in the applicable SON and SOW. The Services and deliverables will be provided at the rates and charges agreed to by the parties in accordance with the terms and conditions described in this Agreement. Each SOW shall be deemed to incorporate by reference the terms and conditions of this Agreement.
3. Agency Ordering. From time to time an Agency may issue a Purchase Order or other purchase instrument for a purchase of Services, Equipment and/or Software provided hereunder, which purchase instrument shall refer to, incorporate by reference and be subject to the pricing, terms and conditions of this Agreement. Contractor agrees to provide to each ordering Agency the Services, Equipment and/or Software, in the same manner as it would provide same to GTA, and in such event, the Agency shall be responsible for complying with all the

terms and conditions of this Agreement that are applicable to GTA hereunder. Contractor shall invoice each Agency separately and each such Agency shall be solely liable for all Services, Equipment and/or Software ordered or purchased under this Agreement or any purchase instrument issued by the Agency. GTA shall have no liability for any amounts owed to Contractor by other Agencies.

4. Equipment. With respect to any Services related to any Equipment provided hereunder, all the terms and conditions of this Agreement pertaining to Services shall apply as described in Exhibit A or in a Purchase Order. However, any additional terms and conditions on the face of the Purchase Order agreed to by the parties shall in no way supersede the terms and conditions in this Agreement.
 - 4.1. Shipment, Delivery and Installation. All Equipment shall be provided as required by Exhibit A. Should installation of equipment be applicable, the cost for the installation will be provided on the customer's Purchase Order. Unless otherwise agreed, Contractor shall pay for packing, crating, and shipping of the Equipment to and from GTA and shall install the Equipment at GTA's premises, or at the location(s) designated by GTA or as described in the Purchase Order or otherwise agreed by the parties in writing, at no additional cost, above the PO, to GTA. Insurance during shipment and until the Equipment is accepted by GTA is the responsibility of Contractor. Shipment/Delivery shall be FOB: Destination. All Equipment shall be subject to acceptance, such acceptance shall occur within three (3) business days from delivery of the Equipment to the location printed on the Purchase Order Form. Acceptance of Subscribers and/or systems purchased under this Agreement shall be as designated in Exhibit E or as agreed to by the parties in an applicable Statement of Work.
 - 4.2. Title and risk of loss for the Equipment shall remain with the Contractor until the Equipment is accepted by GTA, as provided above.
5. Term and Renewal. The "Term" of this Agreement shall begin on the Effective Date and end twelve (12) months thereafter. Thereafter, the Agreement may be renewed at the sole discretion of GTA for up to three (3) fiscal year periods. GTA may, at its sole option, renew this Agreement in whole or in part. The terms and conditions of this Agreement shall apply during any renewals of the Term. Notwithstanding the foregoing, the Software license(s) granted herein shall remain in effect perpetually until terminated in accordance with this Agreement.
6. Pricing and Payment.
 - 6.1. Pricing and Billing. Prices, fees, charges or rates shall be as specified in Exhibit A. Contractor shall submit timely and accurate invoices to GTA or the Agency in accordance with the Purchase Order provided by GTA or Agency.
 - 6.2. Invoicing and Payment. Contractor will submit correct invoices to GTA or Agency upon acceptance of Equipment or according to the Payment Schedule in accordance with the Purchase Order document provided by GTA or an Agency. GTA or the Agency will make payments to Contractor within thirty (30) days after the receipt of each invoice. GTA or Agency will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. For reference, the Federal Tax Identification Number for Motorola, Inc. is 36-1115800.
7. Delay of Payment and Set-Off. Contractor acknowledges and agrees that GTA is authorized to withhold payment due to the Contractor for breach of any material term of this Agreement or on account of Contractor's performance deemed in good faith by GTA to be deficient and not remedied. If the foregoing causes are remedied, then withheld payments shall be made promptly, and if not remedied within a thirty (30) days, GTA may terminate this Agreement, in whole or in part, in the manner provided for herein. To the extent that Contractor's failure to perform causes GTA to incur costs, then (without affecting any other rights or remedies that GTA may have under this Agreement, in law or in equity) GTA may deduct the amount of

such incurred costs from any amounts payable to Contractor. In the event that Contractor owes GTA any sum or GTA must obtain substitute performance, GTA may set off such amount against any sum owed by GTA to Contractor.

8. **Warranty.** All representations, promises and warranties made by Contractor in this Agreement, whether or not specifically denominated as a "warranty" or created by affirmation, promise or description, provided by law, including without limitation, warranties provided in the Contractor's response to the RFX.
- 8.1. **Equipment Warranty.** During the Warranty Period, (Warranty Period means one (1) year from the date of shipment of the equipment. Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes within GTA or the Agency's control, this warranty expires eighteen (18) months after the shipment of the Equipment.
- 8.2. **Exclusions to Warranty.** This warranty does not apply to: (i) defects or damage resulting from: use of the Equipment in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; disassembly, repair, installation, alteration, modification, or adjustment not provided by Motorola or authorized in writing by Motorola; GTA or Agency's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.
- 8.3. **DISCLAIMER OF OTHER EQUIPMENT WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 8.4. **Post Warranty.** Maintenance options are described on Exhibit F.

SOFTWARE

9. **Software.** With respect to any Services related to any Software provided hereunder, all the terms and conditions of this Agreement pertaining to Services shall apply as described in Exhibit A.
10. **Shipment, Delivery and Installation.** All Software shall be provided as required by Exhibit A. Unless otherwise agreed, all Software shall be made available either by online download or shall be shipped F.O.B. destination to the location stated in the Purchase Order. Insurance during shipment and until the Software is accepted by GTA is the responsibility of Contractor. All Software shall be subject to acceptance.
11. **License.** Contractor hereby grants to GTA or an Agency an irrevocable, nonexclusive, worldwide, fully paid up, royalty-free license and/or sublicense to use, execute, maintain, reproduce, display, and make copies of Software.
12. **Soft Warranty.** The commencement date and the term of the Software warranty will be as stated herein. The Warranty period will be One-Hundred-Twenty (120) days commencing upon acceptance of the software by GTA or the Agency and further described in Exhibit D, attached to and made a part of this Agreement.

- 12.1. During the applicable Warranty Period, Contractor warrants that the unmodified Software, when used properly in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined solely with reference to the Documentation. Contractor does not warrant that GTA or the Agency's use of the Software or Products will be uninterrupted or error-free or that the Software or the Products will meet GTA or Agency's particular requirements. Warranty claims are described in this Agreement and are as follows:
- 12.2. Application Software. Software that is provided on a per unit basis, after the applicable Warranty Period, described in Exhibit D, is One Hundred-Twenty (120) days, or if the initial Warranty Period has expired, the term of the applicable Software Maintenance and Support agreement will be negotiated. A description of the Maintenance and Support options are listed as Exhibit F, attached herein.
- CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE TRANSACTION COVERED BY THIS AGREEMENT IS A LICENSE AND NOT A SALE OF GOODS.
- 12.3. Copies. GTA or Agency may copy the Software as necessary to efficiently utilize such software. Without limiting the generality of the foregoing, such rights shall include copying rights granted to "owners of copies" under federal copyright laws of the United States, plus copying: (i) for backup, archive or emergency restart purposes; (ii) for disaster recovery and disaster recovery testing purposes; (iii) to migrate the software for use on other computers and/or hardware; and (v) to store the Software at any off premise location which GTA or Agency uses for storage purposes.
- 12.4. Exclusions. Except as expressly permitted by this Agreement, GTA agrees that it will not: (1) lease, loan, resell, sublicense, or otherwise distribute the Software to parties who are not State of Georgia government entities; (ii) permit third-party access to, or use of, the Software, except as permitted in this Agreement; (v) reverse engineer, disassemble, or decompile the Software; (vi) remove any identification or notices contained on the Software. GTA will notify Contractor if GTA becomes aware of any unauthorized third party access to, or use of, the Software
- 12.5. Pass-through Licenses. Where Contractor is not the author or original owner then Contractor shall pass through to GTA the applicable licenses for any third party Software provided hereunder. Contractor shall provide to GTA all applicable terms and conditions of such Software licenses and shall assist and cooperate with GTA in negotiating any modifications to such licenses that GTA may require.
- 12.6. Title. Contractor shall retain title and all ownership interest in the Software and any accompanying documentation.
- 12.7. Escalation Plan. Contractor shall provide an escalation plan and shall be described in Exhibit C, attached to and made a part of this Agreement.
- 12.8. All Software (including Software present in the Equipment) and any update or revision to any of such Software will be free from defects and will meet all specifications set forth in this Agreement, the RFX, and any documents referenced therein. In the event of any such defect, serious quality or performance deficiency so as to require or make advisable that such Software be reworked or recalled, Contractor promptly will communicate all relevant facts to GTA and, without charge to GTA, will correct any defects and make any fixes, additions, modifications, corrections, patches,

updates, upgrades, enhancements, new releases, revisions or adjustments to such Software as may be necessary to keep the Software in operating order.

- 12.9. Contractor will identify, screen and use its best efforts to prevent, and shall not intentionally introduce, any Disabling Device in any equipment or software used by Contractor, subcontractor or a third party. At no cost or expense to GTA and without adversely impacting any services used by GTA, Contractor shall reduce and/or eliminate the effects of any Disabling Device, including (without limitation) by restoring and/or bearing the cost to re-create any lost data and/or software programming. As used herein, "Disabling Device" shall mean any virus, timer, clock, counter, time lock, time bomb, Trojan horse, worms, file infectors, boot sector infectors or other limiting design, instruction or routine and surveillance software or routines or data gathering or collecting software or devices that could, if triggered, erase data or programming, have an adverse impact on the Services, cause Equipment, Software or other GTA resources to become inoperable or otherwise incapable of being used in the full manner for which such Equipment, Software or other resources were intended to be used, or that collect data or information

Combined warranties for Software, Equipment and Services:

- 12.10. The warranties set forth below are intended to modify and the warranties in this Agreement only to the extent that they expand the warranties provided by Contractor. Contractor warrants that in providing the Services, Equipment and /or Software during the Term and any extensions or renewals thereof.
- 12.11. Contractor will strictly comply with Contractor's descriptions and representations as to the Services, Equipment and/or Software (including performance, capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions and requirements) which appear herein and as stated in Contractor's documentation, and Contractor will perform the Services on time; and
- 12.12. Services, Equipment and/or Software will not be in violation of any applicable law, rule or regulation, and Contractor will obtain and maintain throughout the Term all permits and licenses required to comply with such laws and regulations; and
- 12.13. Services, Equipment and/or Software will not violate or in any way infringe upon the rights of third parties, including proprietary information and non-disclosure rights, or any Intellectual Property rights; and
- 12.14. Contractor is the lawful owner of, or otherwise has the required licenses, permits or other rights, to use and distribute all Equipment, Software, and Service methods, methodologies and any pre-existing Intellectual Property and Contractor has the right to permit GTA access to or use of such Equipment, Software, and Services methods, methodologies and Intellectual Property; and
- 12.15. Services will be performed by qualified personnel in a good and workmanlike manner, subject to the supervision and instructions provided by GTA, and all work assigned will be performed in a manner consistent with that level of care and skill ordinarily exercised by other providers of similar services under similar circumstances at the time Services are provided; and
- 12.16. Contractor will screen all employees supplied to GTA to ensure that each employee is fully qualified, trained, skilled and available to perform the Services, and if required by this Agreement or by applicable law, is validly licensed and/or has obtained all requisite permits to perform such Services; and
- 12.17. Contractor's Equipment and other products, if any, will conform to generally applicable standards in the industry and Contractor shall use only new standard parts/materials or parts/materials equal in performance to new parts/materials unless otherwise agreed to in writing by GTA; and

- 12.18. Where Contractor is not the original equipment manufacturer, Contractor shall assign to GTA the manufacturers' warranties for Equipment and Software furnished to GTA; and
- 12.19. The terms of this provision shall survive the termination of this Agreement by either party for any reason.

13. Confidential Information.

13.1. The parties acknowledge that in order to perform the obligations of this Agreement, it may be necessary to disclose to each other certain confidential information relating to such party or its business, whether provided in writing or otherwise, and which may include, without limitation, all notes, analyses, compilations, studies and other materials ("Confidential Information"). Each party agrees that it shall not disclose, transfer, use, copy, or allow access to any such Confidential Information to any employees or to any third parties excepting those who have a need to know such Confidential Information in order to allow Contractor to perform its obligations under this Agreement, and who have executed a nondisclosure agreement consistent with the provisions hereof.

13.2. Neither party shall have any obligation of confidentiality with respect to any information which: (i) is or becomes (through no improper action or inaction of the receiving party or any of its affiliates, agents, consultants or employees) generally available to the public; (ii) can be demonstrated by the receiving party to have been in its possession or known by it prior to the receipt under this Agreement; (iii) is rightfully disclosed to the receiving party by a third party without restriction; (iv) is disclosed by the receiving party with the written approval of the disclosing party; (v) is developed independently by the receiving party; or (vi) is obligated to be disclosed by order of a court of competent jurisdiction.

13.3. Notwithstanding the foregoing, GTA's obligations hereunder shall be subject to the provisions of the Georgia Open Records Act (O.C.G.A. §50-18-70 *et seq.*), as it may be amended from time to time.

13.4. Promptly upon written request of the disclosing party, the receiving party shall return to the other or destroy all of the disclosing party's Confidential Information and certify that it has done so.

14. Security and Conduct.

14.1. At all times during the Term, Contractor shall provide the Services, Equipment and/or Software, and use all resources related thereto, in a secure manner and in accordance with the security requirements set forth herein or otherwise mandated by law or GTA policies, including the prevention and detection of fraud, abuse, or other inappropriate use or access of systems and networks by all appropriate means, including network management and maintenance applications and tools, and the use of appropriate encryption technologies. GTA shall be advised immediately in the event that any security breach or any fraud, abuse, or other inappropriate use or access of systems and networks by inappropriate means occurs.

14.2. Contractor shall comply, and shall require its personnel and subcontractors' personnel to comply, with all applicable laws, rules and regulations, as well as State and GTA policies and standards in effect during the performance of this Agreement, including (without limitation) GTA's reasonable confidentiality requirements, GTA's policies, standards and procedures regarding data access, security, personnel conduct, safety and ethics, including spoken directives of GTA facility staff. In the event that any of Contractor's or a subcontractor's personnel do not comply with such requirements, GTA, in its sole reasonable discretion, may have the personnel's access revoked and/or have such personnel removed from the premises.

If GTA believes that the performance or conduct of any person employed or retained by Contractor to perform any Services hereunder is unsatisfactory for any reason or is not in compliance with the

provisions of this Agreement, GTA shall so notify Contractor in writing and Contractor shall promptly address the performance or conduct of such person, or, at GTA's request, immediately replace such person with another person acceptable to GTA and with sufficient knowledge, skill, training and expertise to perform the Services in accordance with this Agreement.

15. Indemnification

15.1. Contractor hereby waives, releases, discharges and agrees to indemnify, protect and save harmless the State of Georgia, its agencies, departments, authorities (including GTA) and instrumentalities (including the State Tort Claims Trust Fund), and the officers, directors and employees of each (hereinafter collectively referred to as "Indemnitees"), of and from any and all claims, demands, liabilities, losses, penalties, fines, fees, interest, awards, judgments, settlement payments, costs or expenses (including court costs, reasonable attorneys' fees, and reasonable value of the time spent by the Attorney General's office) caused by, growing out of, or otherwise happening in connection with: (a) any breach of this Agreement or any of the terms and conditions hereof; (b) the violation of any applicable law, rule or regulation; or (c) damage to or destruction of tangible or intangible property (including data and software); (d) injury to persons (including death); or (e) failure to comply with the security obligations set forth in this Agreement; in whole or in part caused by or resulting from any act or omission of the Contractor, its employees, subcontractors or other representatives acting on Contractor's behalf. This indemnification applies notwithstanding the fact that third parties or any of the Indemnitees may be partially responsible for the events giving rise to the claim. However, if any of the Indemnitees or third parties are partially responsible for the events giving rise to the claim, Contractor's indemnification hereunder shall apply only to the extent that Contractor contributed to the events.

15.2. Contractor hereby waives, releases, discharges and agrees to indemnify, protect and save harmless the

Indemnitees, of and from any and all claims, demands, liabilities, losses, penalties, fines, fees, interest, awards, judgments, settlement payments, costs or expenses (including court costs, reasonable attorneys' fees, and reasonable value of the time spent by the Attorney General's office), made by any third party alleging that any work product, deliverable, Service, Equipment and/or Software, as provided by Contractor, infringes a third party's Intellectual Property rights or misappropriates or causes unauthorized use of any trade secret belonging to a third party. Contractor shall be under no obligation to defend or indemnify the Indemnitees as set forth in this Section if such third party claim, suit, or other demand is caused solely by: (i) GTA's modifications; or (ii) a combination of the Services, Equipment and/or Software with products or services not provided by Contractor or other than in accordance with applicable manufacturer's specifications unless otherwise approved by Contractor or consistent with the terms of this Agreement. With respect to any pending or threatened claim, suit or other demand as to which Contractor is the indemnifying party, Contractor shall obtain for GTA, at Contractor's option and expense, the right to continue using the work product, deliverable, Service, Equipment and/or Software or alternatively replace or modify the work product, deliverable, Service, Equipment and/or Software so that they are functionally equivalent but non-infringing, provided their performance is not adversely and materially affected

15.3. If and to the extent such damage or loss as covered by this Indemnification provision is covered by the State of Georgia Tort Claims Trust Fund (the "Fund"), Contractor agrees to reimburse the Fund. To the full extent permitted by the Constitutions and the laws of the State of Georgia and the terms of the Fund, Contractor and its insured waive any right of subrogation against the State of Georgia, the Indemnitees and the Fund and insurers participating hereunder, to the full extent of this indemnification.

15.4. In connection with the foregoing indemnity obligations, Contractor shall, at its sole expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnitees. No settlement or compromise of any claim, loss or damage entered into by Indemnitees shall be binding upon

Contractor unless approved in writing by Contractor. Upon Contractor's request and subject to approval of the Attorney General of the State of Georgia, GTA will tender defense and control of any such action to Contractor, provided that no settlement or compromise of any claim, loss or damage entered into by Contractor shall be binding upon the State of Georgia unless approved in writing by the State of Georgia.

15.5. Contractor's obligation to indemnify any Indemnitee will survive the expiration or termination of this Agreement by either party for any reason.

16. Termination.

16.1. Termination for Default. Each party has the right to terminate this Agreement in whole or in part, if the other party breaches or is in default of any material obligation, which default is incapable of cure, or which, being capable of cure, has not been cured within Thirty (30) days after receipt of notice of such default (or such additional cure period as the nondefaulting party may authorize). Notwithstanding the foregoing, Contractor may not terminate any perpetual Software licenses granted hereunder, provided that in the event of a material breach of any such Software license, Contractor may terminate only the affected individual license, as applicable. Without limiting the generality of the foregoing, the occurrence of any one or more of the following events shall constitute an event of default:

16.1.1. Contractor fails to deliver or has delivered nonconforming Services, Equipment and/or Software or fails to perform any material requirement of this Agreement; or

16.1.2. Contractor fails to make substantial and timely progress toward performance of this Agreement; or

16.1.3. Contractor suspends or terminates its operation of business or, to the extent permitted by applicable federal or state law, Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law or GTA reasonably believes that Contractor has become insolvent or unable to pay its obligations as they accrue.

16.2. Notice of Default. If there is an event of default by Contractor, GTA shall provide written notice thereof requesting that the breach or noncompliance be remedied within the time period specified in the notice. If the breach or noncompliance is not remedied by such date, GTA may:

16.2.1. Immediately terminate this Agreement, in whole or in part, without additional written notice;

16.2.2. Procure substitute Services, Equipment and/or Software from another source and charge to the Contractor the difference between the pricing set forth in this Agreement and the substitute contract; and/or

16.2.3. Enforce the terms and conditions of this Agreement and seek any contractual, legal or equitable remedies.

16.3. Immediate Termination. GTA may terminate this Agreement, in whole or in part, immediately, without notice, if: (i) GTA deems that such termination is necessary to prevent or protect against fraud or otherwise protect GTA's personnel, facilities or services, or (ii) Contractor is debarred or suspended from performing services on any public contracts, or (iii) any certifications or licenses as may be required hereunder are revoked or no longer in effect for any reason, or (iv) Contractor fails to comply with confidentiality laws or provisions, or (v) Contractor furnished any statement, representation or certification in connection with this Agreement or any applicable bidding process which is materially false, deceptive, incorrect or incomplete.

16.4. Termination for Convenience. GTA may terminate this Agreement, in whole or in part, and without any

penalty, for convenience or without cause upon Thirty (30) days prior written notice to Contractor. GTA may terminate any Statement of Work, or any professional or consulting Service provided hereunder, for convenience or without cause immediately upon written notice to Contractor. If Customer exercises this right to terminate for convenience, it will be liable to pay Motorola for (1) the portion of the Contract Price attributable to the Equipment and/or Software delivered, and all services performed, on or before the effective date of the termination.

16.5. Termination for Lack of Funding. The parties acknowledge that institutions of the State of Georgia are

prohibited from pledging the credit of the State so as to cause a State agency to incur a financial obligation unless funds to honor the obligation have been lawfully appropriated. If the source of payment for the charges payable hereunder no longer exist or are determined to be insufficient, this Agreement shall terminate immediately and without further obligation of GTA as of that moment. The determination of GTA as to the occurrence of the events stated herein shall be conclusive

16.6. Effect of Termination. In the event of termination of this Agreement for any reason, GTA will remain liable for only those amounts, if any, incurred up to and including the termination date, subject to appropriations and the payment terms of this Agreement. Upon the termination or expiration of this Agreement:

16.6.1. Contractor shall cease all work under this Agreement and take all necessary or appropriate steps to limit disbursements and minimize costs;

16.6.2. Contractor shall comply with GTA's instructions for the timely transfer of any active files and work product produced by Contractor under this Agreement and shall cooperate with GTA or its designee in any transition efforts; and

16.6.3. The parties immediately shall cease using and promptly shall return to each other all papers, materials and other property of the other then in its possession, including but not limited to all work in progress as is appropriate in its then-existing form (in object code and source code to the extent such work is comprised of software, and in machine readable and printed formats to the extent such work is comprised of documentation).

17. Taxes.

17.1. All fees payable to Contractor hereunder shall be free of any and all taxes that the Contractor may be required by law to collect in connection with the provision of the Services, Equipment and/or Software. GTA is exempt from federal excise taxes, state and local sales and use taxes. Upon request, GTA will provide a certificate of tax exemptions which apply to this Agreement.

17.2. Contractor shall be solely responsible for the payment, in a timely manner, of any and all taxes lawfully imposed upon it. Contractor further agrees to indemnify GTA from any loss, cost, claim, damage or expense arising therefrom. By executing this Agreement, Contractor certifies that it either: (i) is registered with the Georgia Department of Revenue, collects and remits State of Georgia sales and use taxes as required by Georgia law; or (ii) is not a "retailer" as defined in O.C.G.A. § 48-8-2. Contractor also acknowledges that GTA may declare this Agreement void or may terminate this Agreement for default if the above certification is false.

18. Limitation of Liability.

EXCEPT FOR PERSONAL INJURY, DEATH, LOSSES ARISING OUT OF FAILURE TO COMPLY WITH

CONFIDENTIALITY OBLIGATIONS, LOSSES COVERED BY INSURANCE, LOSSES ARISING FROM THE FAILURE TO COMPLY WITH WARRANTY OBLIGATIONS, OR LOSSES ARISING OUT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, LOSSES ARISING OUT OF CONTRACTOR'S OBLIGATIONS TO INDEMNIFY ANY INDEMNITEE, THE DIRECT LIABILITY OF EITHER PARTY UNDER THIS CONTRACT WILL BE LIMITED TO DIRECT DAMAGES RECOVERABLE UNDER LAW BUT NOT TO EXCEED TWO TIMES THE TOTAL PRICE OF THE EQUIPMENT, SOFTWARE OR SERVICES WITH RESPECT TO WHICH LOSSES ARE CLAIMED, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES INCLUDING WITHOUT LIMITATION LOSS OF USE, OR LOST BUSINESS, REVENUE, PROFITS OR GOODWILL ARISING IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES

19. Insurance.

a. Contractor shall procure from carriers licensed to transact business in the State of Georgia insurance which shall protect the Contractor and the State of Georgia from any claims for bodily injury, property damage, or personal injury which may arise out of operations under this Agreement. Contractor shall procure the insurance policies at the Contractor's own expense and shall furnish to GTA an insurance certificate listing the State of Georgia as certificate holder. The insurance certificate must document that the liability insurance coverage purchased by the Contractor includes contractual liability coverage to protect the State. In addition, the insurance certificate must provide the following information:

- (1) Name and address of authorized agent;
- (2) Name and address of insured;
- (3) Name of insurance company (licensed to operate in Georgia);
- (4) Description of coverage in standard terminology;
- (5) Policy period;
- (6) Policy Number;
- (7) Limits of liability;
- (8) Name and address of certificate holder;
- (9) Acknowledgment of notice of cancellation to the State;
- (10) Signature of authorized agent;
- (11) Telephone number of authorized agent; and
- (12) Details of policy exclusions in comments section of Insurance Certificate.

b. Contractor is required to maintain the following insurance coverages during the Term of this Agreement:

- (1) Workers Compensation Insurance (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia (A self-insurer must submit a certificate from the Georgia Board of Workers Compensation stating that Contractor qualifies to pay its own workers compensation claims.) In addition, Contractor shall require all subcontractors occupying the premises or performing work under this Contract to obtain an insurance certificate showing proof of Workers Compensation Coverage.
- (2) Commercial General Liability Policy (Occurrence), to include contractual liability. The Commercial General Liability Policy shall have dollar limits sufficient to insure that there is no gap in coverage between this policy and the Commercial Umbrella Policy described below.
- (3) Business Auto Policy (Occurrence) to include but not be limited to liability coverage on any owned, non-owned and hired vehicle used by Contractor or Contractor's personnel in the performance of this Agreement. The Business Automobile Policy shall have dollar limits sufficient to insure that there is no gap in coverage between this policy and the Commercial Umbrella Policy required under this Agreement.
- (4) Commercial Umbrella Policy (Occurrence), which must provide the same or broader coverages than those provided for in the above Commercial General Liability and Business Auto Policies. Policy limits for the Commercial Umbrella Policy shall have an annual aggregate limit of \$3,000,000.
- (5) If Contractor is a professional service provider such as (but not limited to) engineers, architects, lawyers or accountants, then Contractor also shall maintain Professional Liability/Errors & Omissions Policy (Occurrence) with an annual aggregate limit of at least \$3,000,000.

- c. Neither the policy limits nor any other provision of any insurance policy shall be construed as a limitation on the indemnity obligations herein. The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed or allowed to lapse for any reason until at least sixty (60) days prior written notice has been given to GTA. Certificates of Insurance showing such coverage to be in force shall be filed with GTA prior to commencement of any work under this Agreement. The foregoing policies shall be obtained from insurance companies licensed to do business in Georgia and shall be with companies acceptable to GTA. All such coverage shall remain in full force and effect during the Term and any renewal or extension thereof.

20. Cooperation and Transition.

20.1. Contractor, its employees, agents, subcontractors and assigns, agree to cooperate fully in the defense of any litigation brought against GTA or Contractor relating to the Services, Equipment and/or Software provided hereunder, and each party shall give the other prompt notice of any such claim, demand, suit or proceeding.

20.2. In the event that GTA enters into agreements with other contractors or government institutions for additional work related to the Services, Equipment and/or Software provided hereunder, Contractor agrees to cooperate fully with such other parties. Contractor shall not commit any act which will interfere with the work performed by any third party as set forth herein.

20.3. Upon expiration or earlier termination of this Agreement or any Services provided hereunder, Contractor shall accomplish a complete transition of the Services from Contractor to GTA, or to any replacement provider designated by GTA, without any interruption of or adverse impact on the Services or any other services provided by third parties. Contractor shall cooperate fully with GTA or such replacement provider and promptly take all steps required to assist in effecting a complete transition. All services related to such transition shall be performed at no additional cost beyond what would be paid for the Services hereunder.

21. Record Retention and Audit Rights. Contractor shall, and shall cause each of its subcontractors to, maintain accurate books, records, documents and other evidence concerning Contractor's financial status, billing and service records regarding the provision of Services, Equipment and/or Software under this Agreement (collectively, "Records") for at least five (5) years after the final payment under this Agreement. Contractor's accounting procedures and practices shall conform to generally accepted accounting principles ("GAAP") and the costs properly applicable to this Agreement shall be readily ascertainable therefrom. The State of Georgia, by and through the GTA or State Auditor, shall have the right, exercisable at any reasonable time during normal business hours, to inspect and audit any Records, however the audit will not apply to properly marked proprietary data not previously provided to GTA that is pertaining to the design of the hardware or development process for the Software or any proprietary methodology to perform Services, not the proprietary cost data, that does not directly affect the fees directly applicable this Agreement and the invoicing thereof. Upon request, Contractor shall deliver the required documentation and records on the date and at the location specified by GTA or State Auditor or other duly authorized officer of the State of Georgia. If an audit discloses incorrect billings or other improprieties, GTA shall have the right to receive reimbursement and to charge Contractor for the cost of the audit.

22. Independent Contractor. In its relationship with GTA and the State of Georgia, and for all tax, liability and insurance purposes, Contractor agrees that it is an independent contractor. Contractor shall have the sole right to manage, control and direct the method, manner and means by which the Services are performed. Contractor shall be responsible for compliance with all laws, rules and regulations involving its employees and any subcontractors, including but not limited to employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. Neither Contractor nor any of its

agents, servants, employees, subcontractor or suppliers shall become or be deemed to become agents, representatives, or employees of GTA or the State of Georgia. This Agreement shall not be construed so as to create a partnership or joint venture between Contractor and the State of Georgia. Contractor shall not hold itself out to be an employee or agent of GTA or use the name of GTA in its business in any way.

23. Subcontractors. Except as otherwise agreed to in writing by GTA, Contractor shall not subcontract or otherwise permit any third party, other than Contractor or its personnel, to perform Contractor's duties under this Agreement. Notwithstanding the foregoing, Contractor at all times shall remain responsible for the performance, acts or omissions of all of its employees, agents or any permitted subcontractors. GTA shall have the right to request the removal of a subcontractor from this Agreement for good cause.
24. Trading with State Employees. The parties certify that this Agreement does not and will not violate the provisions of O.C.G.A. § 45-10-20, *et seq.*, in any respect. Contractor agrees not to employ any individual whose employment would result in a violation of this law.
25. Drug Free Work Place. If Contractor is an individual, he or she hereby certifies that he or she will not engage in the unlawful sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Agreement. If Contractor is an entity other than an individual, it hereby certifies that: (a) a drug free work place will be provided for the Contractor's employees during the Term of this Agreement; and (b) it will secure from any subcontractor hired to work in a drug free work place the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name), certifies to Contractor that a drug free work place will be provided for subcontractor's employees during the performance of this Agreement pursuant to O.C.G.A. § 50-24-3." Contractor may be suspended, terminated, or debarred if it is determined that Contractor has made false certification hereinabove or has violated such certification by failure to carry out the requirements of O.C.G.A. § 50-24-3.
26. Compliance with Laws and this Agreement.
 - 26.1. Each party shall perform its obligations hereunder in accordance with all applicable federal, state and local laws, rules and regulations. Contractor shall obtain and maintain, and shall cause its subcontractors to obtain and maintain all approvals, permissions permits, licenses, and other documentation required to comply with the requirements set forth in this Agreement and all applicable laws, rules or regulations.
 - 26.2. Certain equipment, software and technical data which may be provided hereunder may be subject to export and re-export controls under the U.S. Export Administration Regulations and/or similar regulations of the U.S. or any other country. Contractor shall be responsible for complying with all export and re-export laws and regulations including without limitation: (i) local license or permit requirements, (ii) export, import and customs laws and regulations (such as the export and re-export controls under US Export Administration Regulations and/or similar regulations of the US or any other country) which may apply to certain equipment, software and technical data provided hereunder, and (iii) all applicable foreign corrupt practices acts.
 - 26.3. Contractor certifies that neither Contractor nor any of its subcontractors have been debarred, suspended or declared ineligible by any agency of the State of Georgia or as defined in the Federal Acquisition Regulations 48 C.F.R. Ch. 1 Subpart 9.4. Contractor immediately shall notify GTA if Contractor or any of its subcontractors become debarred by the State or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by any federal entity.
27. Non-exclusivity. This Agreement is entered into solely for the convenience of the State of Georgia, and in no way precludes GTA, the State or any Agency from obtaining like goods or services from other suppliers.

28. Vendor Lobbyist Certification. Contractor hereby certifies that, as of the Effective Date of this Agreement, any lobbyist employed by Contractor has registered with the Georgia State Ethics Commission and complied with the requirements of the Executive Order dated October 1, 2003 ("Providing for the Registration and Disclosure of Lobbyists Employed or Retained by Vendors to State Agencies"). This Agreement may be declared void at GTA's sole discretion, if it is determined that Contractor has made false certification hereinabove or has violated such certification by failure to carry out the requirements of such Executive Order.
29. Immigration and Security. Contractor hereby certifies that as of the Effective Date of this Agreement, it complies with the Immigration Reform and Control Act of 1986 (IRAC), D.L. 99-603 and the Georgia Security and Immigration Compliance ACT O.C.G.A. § 13-10-90. The form attached hereto as Exhibit B shall be completed by the contractor certifying compliance with this act.
30. Assignment and Delegation. Contractor shall not assign its rights or delegate the performance of any of its duties under this Agreement without GTA's prior written consent, which shall not be unreasonably withheld or delayed. Any purported assignment or delegation shall be null and void. All assignments of rights are prohibited, whether they are voluntary or involuntary, by merger, consolidation, dissolution, operation of law or any other manner. For the purpose of construing this provision, Contractor's merger or change in control of more than 50% of its direct or indirect legal, beneficial or equitable ownership shall be considered an assignment.
31. Fee for Administrative Services. Contractor agrees to remit to GTA a fee for administrative services ("Fee") as specified below. The prices stated in the Proposal shall include all amounts necessary for Contractor to meet this obligation. Contractor shall factor the Fee into its pricing and shall not separately itemize or invoice for the Fee.
32. Contractor shall pay to GTA a Fee equal to one half percent (0.5%) of the total dollar amount collected from Agencies for all sales under this Agreement during each Payment Period (excluding sales taxes and adjusted for credits or refunds) subject to an annual limit of \$100,000.00. Payment for each Payment Period must be received on or before the last day of the month immediately following the end of the Payment Period. (Example: Payment for the quarterly Payment Period of Jul. – Sept. 2007 is due on or before Oct. 31, 2007). Payments are to be mailed to:

Fee for Administrative Services. Contractor agrees to remit to GTA.

Georgia Technology Authority
47 Trinity Avenue, 3rd Floor,
Atlanta GA 30334
Attention: Accounts Receivable

Payments shall be made to the order of the Georgia Technology Authority. If the amount due for a Payment Period is less than ten dollars (\$10.00), no payment is required.

32.1. Contractor shall submit a Usage Report for each Payment Period, even if no payment is due for the Payment Period. Usage Reports for each Payment Period must be received within 10 business days from the last day of the month immediately following the end of the Payment Period. (Example: Usage Report for the quarterly Payment Period of Jul. – Sept. 2007 is due on or before Oct. 31, 2007). Each Usage Report shall reflect, at a minimum, the following information for the applicable Payment Period:

- (a) Contractor's name
- (b) Contract number
- (c) Payment Period/quarter

- (d) Total dollar amount invoiced to Agencies (excluding sales taxes and showing any adjustments for credits or refunds)
- (e) The number, date, and amount of Contractor's check to GTA.

GTA may require the Contractor to provide a separate, more detailed Usage Report. Should this be necessary, GTA will work directly with the Contractor to determine the appropriate content and format of the separate report. Separate reports may be required on a quarterly basis.

32.2. All amounts that become payable by the Contractor to GTA under this Agreement shall bear simple interest from the day due until paid unless paid within 30 calendar days of becoming due. The interest rate shall be the highest prime rate (as published in The Wall Street Journal) plus two percent (2%) per annum (unless a higher rate is provided by law, but in no event be greater than the maximum interest rate permitted by law), shall be variable, and shall be adjusted effective at the close of business on the day of any change in prime rate.

32.3. Failure to pay any amount due pursuant to this clause may result, in addition to any and all other remedies provided in this Agreement, in law or in equity, in the Contractor's debarment pursuant to O.C.G.A. Section 50-24-5, as amended.

32.4. Contractor shall provide a Total Spend Report to GTA on or before September 30, 2007, and shall send such report to the address listed below.

Georgia Technology Authority
47 Trinity Avenue, 3rd Floor,
Atlanta GA 30334
Attention: Contracts

33. Miscellaneous.

33.1. Amendments. The parties recognize and agree that it may be necessary or convenient for the parties to amend this Agreement so as to provide for the orderly implementation of all of the undertakings described herein, and the parties agree to cooperate fully in connection with such amendments if and as necessary. However, no change, modification or amendment to this Agreement shall be valid unless the same is reduced to writing and signed by both parties.

33.2. Headings. The headings in this Agreement have been inserted for convenience only and shall not affect or control the meaning or construction of any of the provisions of this Agreement.

33.3. Waiver. The parties may waive this Agreement only by a writing executed by the party or parties against whom the waiver is sought to be enforced. No failure or delay in exercising any right or remedy, or in requiring the satisfaction of any condition under this Agreement, and no act, omission or course of dealing between the parties shall operate as a waiver or estoppel of any right, remedy or condition. A waiver made in writing on one occasion is effective only in that instance and only for the purpose stated. A waiver once given is not to be construed as a waiver on any future occasion or against any other party.

33.4. Severability. All provisions of this Agreement are severable, and the unenforceability or invalidity of any of the provisions will not affect the validity or enforceability of the remaining provisions. The remaining provisions will be construed in such a manner as to carry out the full intention of the parties.

33.5. Remedies. No remedies or rights herein conferred upon the parties are intended to be exclusive of

any remedy or right provided by law, but each shall be cumulative and shall be in addition to every other remedy or right given hereunder or now or hereafter existing at law or in equity (including the right of specific performance).

33.6. Publicity. Contractor shall not release without GTA's prior written approval any publicity regarding this Agreement, including but not limited to, notices, information, pamphlets, press releases, research, reports, signs and similar public notices prepared by or for the Contractor, identifying the State of Georgia, the GTA or any state agency receiving goods or services under this Agreement; however, Contractor may reference this Agreement in proposals for other contracts without GTA approval.

33.7. Applicable Law and Venue. The laws of the State of Georgia, U.S.A, without regard to its conflict of laws principles, govern all matters arising out of or relating to this Agreement and the transactions it contemplates, including, without limitation, its interpretation, construction, performance and enforcement. Any lawsuit or other action based on a claim arising from this Agreement shall be brought in a court or other forum of competent jurisdiction within Fulton County, Georgia.

33.8. Counterparts. The parties may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile is as effective as executing and delivering this Agreement in the presence of the other parties to this Agreement. No party shall be bound by this Agreement until all parties have executed it.

33.9. Entire Agreement. This Agreement, including all exhibits and documents incorporated hereunder, constitutes the final agreement between the parties. It is the complete and exclusive expression of the parties' agreement on the subject matter and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written including Contract Numbers S-8073-001, GTA137, 510015 and 592015. The provisions of this Agreement may not be explained, supplemented or qualified through evidence of trade usage or a prior course of dealings. In entering into this Agreement, neither party has relied upon any statement, representation, warranty or agreement of the other party except for those expressly contained in this Agreement and the documents incorporated herein. There is no conditions precedent to the effectiveness of this Agreement, other than those expressly stated in this Agreement.

IN WITNESS WHEREOF the parties have caused the authorized representatives of each to execute this Agreement as of the Effective Date specified above.

GEORGIA TECHNOLOGY AUTHORITY

MOTOROLA, INC.

By: 

By: 

Name: Patrick Moore

Name: Marshall Wright

Title: Executive Director

Title: MSSI VP and Director, Sales

Date: December 20, 2007

Date: November 9, 2007

705
11-13-07

Any notice required or permitted under this Agreement will be sent to the Contract Representative named below, and shall be effective upon receipt as demonstrated by reliable written confirmation (for example, certified mail receipt, courier receipt or facsimile receipt confirmation sheet.) Each party will notify the other if their Contract Representative changes.

To GTA	To Contractor
Georgia Technology Authority	Motorola, Inc.
47 Trinity Avenue, 3 rd Floor	1700 Belle Meade Court
Atlanta, GA 30334-9006	Lawrenceville, GA 300443
Attn: Contract Management	Attn: Contract Management
Email address: contracts@gtg.ga.gov	Email Address: Earl.richardson@motorola.com
Telephone Number: (404) 463- 2300	Phone Number: 201-447-7569
Fax Number: (404) 651-5333	

**EXHIBIT A
PRODUCTS, SERVICES AND SOFTWARE**

Part Number	Qty	Description	Unit Price
4205638V07	1 EA	BELT CLIP LONG	\$9.00
6005104A01	1 EA	NICD BAT	\$1.75
6005276L01	1 EA	NICD BAT	\$3.50
6080384L14	1 EA	MAG ONE KENWOOD NIM	\$40.00
BDN6664A	1 EA	RECEIVE ONLY EARPIE	\$32.00
HNN4001A	1 EA	IMPRES NIMH	\$50.00
HNN4002A	1 EA	IMPRES NIMH I/S	\$80.00
HNN4003A	1 EA	IMPRES LITHIUM ION	\$76.00
HNN8133C	1 EA	Prem Batt NiCD 1200	\$40.25
HNN8148B	1 EA	Prem Batt NiCD 1100	\$29.05
HNN9008AR	1 EA	Prem Batt NiMH 1500	\$22.40
HNN9009AR	1 EA	Prem Batt NiMH 1900	\$28.00
HNN9010AR	1 EA	Prem Batt NiMH 1800	\$42.35

HNN9011BR	1	EA	Prem Batt NiCD 1200	\$38.85
HNN9012BR	1	EA	Prem Batt NiCD 1300	\$22.40
HNN9013DR	1	EA	Prem Batt Li-ion 15	\$35.00
HNN9018AR	1	EA	Prem Batt NiCD 1200	\$15.75
HNN9027A	1	EA	Prem Batt NiCD 630	\$15.75
HNN9028AR	1	EA	IMPRES BATT NICD 15	\$41.00
HNN9029AR	1	EA	IMPRES BATT NICD 15	\$94.50
HNN9031B	1	EA	BATT 1525MAH SMART	\$63.00
HNN9032B	1	EA	BATT 1525MAH SMART	\$81.00
HNN9033B	1	EA	HICAP NICAD SMART B	\$45.00
HNN9034B	1	EA	HICAP NICAD SMART B	\$59.00
HNN9044AR	1	EA	Prem Batt NiCD 550	\$12.25
HNN9049A	1	EA	Prem Batt NiCD 1200	\$29.05
HNN9050A	1	EA	Prem Batt NiCD 1200	\$57.75

HNN9233A	1	EA	Prem Batt NiCD 550	\$14.00
HNN9234A	1	EA	Prem Batt NiCD 550	\$17.50
HNN9360B	1	EA	Prem Batt NiCD 1200	\$29.05
HNN9361A	1	EA	Prem Batt NiCD 1000	\$57.75
HNN9628B	1	EA	Prem Batt NiCD 1200	\$29.05
HNN9701A	1	EA	Prem Batt NiCD 1100	\$57.75
HNN9808B	1	EA	Prem Batt NiCD 600	\$36.75
NLN4463B	1	EA	Prem Batt NiCD 550	\$19.60
NLN7162A	1	EA	Prem Batt NiCD 550	\$20.30
NLN7434A	1	EA	Prem Batt NiCD 630	\$19.95
NLN7435A	1	EA	Prem Batt NiCD 630	\$18.99
NLN7694A	1	EA	Prem Batt NiCD 630	\$24.50
NMN6193C	1	EA	REMOTE MIC	\$50.00

NNTN4435B	1	EA	BATT 1800MAH NON-FM	\$79.00	
NNTN4436B	1	EA	BATT 1800 MAH FM NI	\$91.00	
NNTN4437B	1	EA	BATT 1800 MAH FM RU	\$94.00	
NNTN6034A	1	EA	BATTERY, ASSY, HI-CAP	\$101.00	New 12/11/2006
NNTN6263A	1	EA	NIMH FM IMMERSIBLE	\$88.00	New 12/11/2006
NTN1174A	1	EA	110/16 HR SINGLE CH	\$29.00	
NTN1177E	1	EA	MULTI UNIT CHGR	\$540.00	
NTN4326A	1	EA	Prem Batt NiCD 1300	\$24.50	
NTN4327C	1	EA	Prem Batt NiCD 1800	\$31.50	
NTN4500A	1	EA	Prem Batt NiCD 1800	\$31.50	
NTN4534A	1	EA	Prem Batt NiCD 1300	\$28.00	
NTN4538DR	1	EA	Prem Batt NiCD 1100	\$45.85	
NTN4564B	1	EA	Prem Batt NiCD 550	\$24.50	
NTN4584BR	1	EA	Prem Batt NiCD 630	\$28.70	

NTN4595DR	1	EA	Prem Batt NiCD 1800	\$49.70
NTN4596DR	1	EA	Prem Batt NiCD 1800	\$63.35
NTN4657AR	1	EA	Prem Batt NiCD 1100	\$74.73
NTN4823BR	1	EA	Prem Batt NiCD 550	\$33.25
NTN4992CR	1	EA	Prem Batt NiCD 1800	\$51.80
NTN5414BR	1	EA	Prem Batt NiCD 1100	\$32.20
NTN5415B	1	EA	Prem Batt NiCD 1000	\$38.50
NTN5447BR	1	EA	Prem Batt NiCD 1100	\$33.95
NTN5448BR	1	EA	Prem Batt NiCD 1000	\$40.25
NTN5451B	1	EA	Prem Batt NiCD 1100	\$21.00
NTN5453B	1	EA	Prem Batt NiCD 1100	\$20.91
NTN5521B	1	EA	Prem Batt NiCD 1100	\$24.50
NTN5545B	1	EA	Prem Batt NiCD 1000	\$33.25
NTN7014BR	1	EA	Prem Batt NiMH 950	\$43.40

NTN7015A	1	EA	Prem Batt NiMH 950	\$33.95
NTN7016A	1	EA	Prem Batt NiMH 950	\$32.20
NTN7058AR	1	EA	Prem Batt NiCD 1800	\$54.25
NTN7143CR	1	EA	Prem Batt NiCD 1200	\$29.75
NTN7144CR	1	EA	Prem Batt NiCD 1500	\$34.50
NTN7146AR	1	EA	Prem Batt NiCD 1200	\$42.35
NTN7147AR	1	EA	Prem Batt NiCD 1300	\$53.20
NTN7149BR	1	EA	Prem Batt NiCD 1300	\$80.15
NTN7150AR	1	EA	Prem Batt NiCD 1200	\$42.35
NTN7247A	1	EA	CASE W/BELT LOOP HI	\$18.00
NTN7341AR	1	EA	Prem Batt NiCD 1500	\$53.20
NTN7372AR	1	EA	Prem Batt NiCD 1200	\$42.35
NTN7394CR	1	EA	Prem Batt NiMH 1300	\$43.75
NTN7396BR	1	EA	Prem Batt NiMH 600	\$28.00

NTN7397CR	1	EA	Prem Batt NIMH 1300	\$56.35	
NTN7398BR	1	EA	Prem Batt NiCD 1200	\$45.85	
NTN8037B	1	EA	CARRY CASE HI ACTIV	\$48.00	
NTN8144A	1	EA	1200MAH BATT W/BLT	\$28.00	
NTN8251AR	1	EA	Prem Batt NIMH 1650	\$50.75	
NTN8294BR	1	EA	Prem Batt NiCD 1525	\$49.70	
NTN8295AR	1	EA	Prem Batt NiCD 1525	\$66.15	
NTN8297AR	1	EA	Prem Batt NiCD 1525	\$70.00	
NTN8299BR	1	EA	Prem Batt NiHM 1700	\$66.15	
NTN8923AR	1	EA	Prem Batt NIMH 1800	\$40.25	
NTN9815B	1	EA	Prem Batt NiCD 1525	\$35.00	
NTN9857C	1	EA	NIMH JEDRAY IMPRESS FM	\$84.00	New 12/11/2006
NTN9858C	1	EA	Prem Batt NIMH 1800	\$43.00	

RNN4006B	1	EA	PREM BATT NIMH 3500	\$90.53	
RNN4007AR	1	EA	Prem Batt NIMH 3500	\$106.25	
RPX4747A	1	EA	CHARGER BASE W/TRAN	\$72.00	
WPLN4108BR	1	EA	IMPRES MULTI UNIT C	\$631.00	
WPLN4111AR	1	EA	110V SUC SMART CHAR	\$132.00	
WPLN4130A	1	EA	IMPRES MULTI CHARGER	\$1080.00	New 12/11/2006
WPLN4182A	1	EA	IMPRES SUC W/US PLUG	\$50.00	New 12/11/2006
WPLN4187A	1	EA	IMPRES MUC NO DISP	\$396.00	New 12/11/2006
WPLN4192A	1	EA	IMPRES MUC W/DSPL	\$520.00	New 12/11/2006
WPNN4013A	1	EA	Prem Batt NiHM 2000	\$35.00	
WPNN4037A	1	EA	Prem Batt NIMH 2000	\$49.35	

REQUESTED BY: Phil Cook
 PREPARED BY: Jeff Miller
 SHIPMENT: FOB DESTINATION

This quote also authorizes twenty percent (20%) discount on the items available through the current published list price book with the exception of the items listed above and items in the price book with an APC code of 557,964, 605 947, 962, 415, 261, 262, and 371. These product codes include but are not limited to test equipment, tools, shop supplies, service monitors, canopy, radio service software and hardware

Test equipment APCS 261 and 262 and software APC 371 receive a five percent (5%) discount.

Canopy APCS 606, 947, and 963 receive a ten percent (10%) discount

**Discounts
off**Mfg List
Price

Product Type	Product Model Description	
P25 DIGITAL MOBILE/DESKTOP RADIOS:		
XTL5000 MOBILE	P25 DIGITAL MOBILE/DESKTOP RADIOS	23%
XTL5000 HIGH PERFORMANCE MOBILE DATA MODEMS	P25 DIGITAL MOBILE/DESKTOP RADIOS	23%
XTL2500 MOBILE	P25 DIGITAL MOBILE/DESKTOP RADIOS	23%
XTL1500 MOBILE	P25 DIGITAL MOBILE/DESKTOP RADIOS	23%
P25 DIGITAL PORTABLE RADIOS:		
ASTRO XTS5000	P25 DIGITAL PORTABLE RADIOS	26%
ASTRO XTS2500	P25 DIGITAL PORTABLE RADIOS	26%
ASTRO XTS1500	P25 DIGITAL PORTABLE RADIOS	26%
PDR3500 PORTABLE REPEATER	P25 DIGITAL PORTABLE RADIOS	26%
ANALOG MOBILE/DESKTOP RADIOS:		
PM1500 (P25 UPGRADEABLE)	ANALOG MOBILE/DESKTOP RADIOS	20%
CDM SERIES (750, 1250, 1550, 1550LS+)	ANALOG MOBILE/DESKTOP RADIOS	28%
CM200, CM300	ANALOG MOBILE/DESKTOP RADIOS	15%
PM400	ANALOG MOBILE/DESKTOP RADIOS	15%
ANALOG PORTABLE RADIOS:		
HT1250, HT1250LS+, HT1550XLS	ANALOG PORTABLE RADIOS	31%
HT750	ANALOG PORTABLE RADIOS	28%
EX500, EX600XLS	ANALOG PORTABLE RADIOS	28%
CP100, CP150, CP200	ANALOG PORTABLE RADIOS	15%
MT1500 (P25 UPGRADEABLE)	ANALOG PORTABLE RADIOS	20%
PR1500 (P25 UPGRADEABLE)	ANALOG PORTABLE RADIOS	20%
PR860	ANALOG PORTABLE RADIOS	15%
PR400	ANALOG PORTABLE RADIOS	15%
INFRASTRUCTURE / FIXED EQUIPMENT:		
QUANTAR BASE/REPEATER STATIONS	INFRASTRUCTURE / FIXED EQUIPMENT	20%
MTR2000 BASE/REPEATER STATIONS	INFRASTRUCTURE / FIXED EQUIPMENT	20%
DIU-3000 DIGITAL INTERFACE UNITS	INFRASTRUCTURE / FIXED EQUIPMENT	15%
ASTRO-TAC 3000 VOTING SYSTEM	INFRASTRUCTURE / FIXED EQUIPMENT	15%
SPECTRA-TAC VOTING SYSTEM	INFRASTRUCTURE / FIXED EQUIPMENT	15%
QUANTAR VOTING RECEIVERS	INFRASTRUCTURE / FIXED EQUIPMENT	15%
GOLD ELITE CONSOLES (Gateway)	INFRASTRUCTURE / FIXED EQUIPMENT	18.50%
TRUNKED CONTROLLERS (Gateway)	INFRASTRUCTURE / FIXED EQUIPMENT	18.50%
MOTOTRBOTrunking Infrastructure	INFRASTRUCTURE / FIXED EQUIPMENT	15
NICE Video and Audio Logging Recorder Equipment	INFRASTRUCTURE / FIXED EQUIPMENT	12
MOTOBIDGE (Gateway)	INFRASTRUCTURE / FIXED EQUIPMENT	15

STR3000 SIMULCAST / DATA BASE STATIONS	INFRASTRUCTURE / FIXED EQUIPMENT	15%
MCC5500 / MCC7500 CONSOLES	INFRASTRUCTURE / FIXED EQUIPMENT	15%
CANOPY Broadband Radios	INFRASTRUCTURE / FIXED EQUIPMENT	10%
MCC1000/2000/2500, COMMAND STAR LITE CONSOLES	INFRASTRUCTURE / FIXED EQUIPMENT	15%
MC3000 DIGITAL DESKTOP CONSOLES	INFRASTRUCTURE / FIXED EQUIPMENT	15%
STANDALONE ACCESSORIES ORDERED WITHOUT RADIOS	INFRASTRUCTURE / FIXED EQUIPMENT	20%
Plant 911 and CADSTAR Dispatch Systems	INFRASTRUCTURE / FIXED EQUIPMENT	15%
RF ID Products	Symbol RF ID Readers and Accessories	10%
Drop shipped products	INFRASTRUCTURE / FIXED EQUIPMENT	8%
Integration Services for Third Party Equipment	ISYSTEM SOLUTIONS	
LAPTOP AND MOBILE WORKSTATION COMPUTERS ⁽²⁾	MW & ML Mobile Wireless Data Terminals	12%
Radio Data Modems	Mobile RF Data Modems	10%
FutureCom vehicular repeater systems	Mobile repeater Equipment	12%
DATA INFTRASTUCTURE ⁽²⁾	Data BaseStations and Message Switch	15%
MotoCAD, AVL, PMDC and all other Dispatch Solutions	Hardware & Software	8%
Wireless Data	Mobile RF Data Modems	12%
MotoMESH Broadband Products ⁽²⁾	2.4 /4.9GHz Broadband Radio	15%
Broadband Point to Point	Orthogon Microwave Radios	15%
Deployable Site Systems	SMS and PepPro Mobile Command Trailers	15%
Mobile Video Systems	DP2 In Car Video Camera & Accessories	12%
Support Services	SERVICES	168.75/hr
Installation Services	SERVICES	168.75/hr
Repair Services	SERVICES	168.75/hr
Site Equipment- shelters, generators, antennas, cables, etc.	RADIO SITE EQUIPMENT	8%
Site Development Services	SERVICES	8%
Maintenance Services	SERVICES	168.75/hr
SOFTWARE SUBSCRIPTION SERVICES	SERVICES	5%
UPGRADE ASSURANCE PLAN	SERVICES	5%
Disaster Planning & Recovery Services	SERVICES	5%
Security Monitoring Services	SERVICES	5%
Site Audit and Engineering Services	SERVICES	5%
Network Security Services	SERVICES	5%
Installation Services	SERVICES	5%
Radio Programming and operating software	SOFTWARE	5%

Note: Contractor agrees to provide additional discounts to GTA for any purchase order for large or significant acquisition, to be negotiated on as requested basis

EXHIBIT B

IMMIGRATION AND SECURITY FORM

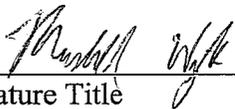
A. In order to insure compliance with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act OCGA 13-10-90 et.seq., Contractor must initial one of the sections below:

_____ Contractor has 500 or more employees and Contractor warrants that Contractor has complied with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act by registering at <https://www.vis-dhs.com/EmployerRegistration> and verifying information of all new employees; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 et.seq.

_____ Contractor has 100-499 employees and Contractor warrants that no later than July 1, 2008, Contractor will register at <https://www.vis-dhs.com/EmployerRegistration> to verify information of all new employees in order to comply with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 et.seq.

_____ Contractor has 99 or fewer employees and Contractor warrants that no later than July 1, 2009, Contractor will register at <https://www.vis-dhs.com/EmployerRegistration> to verify information of all new employees in order to comply with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 et.seq.

B. Contractor warrants that Contractor has included a similar provision in all written agreements with any subcontractors engaged to perform services under this Contract.

 _____
Signature Title MSSSI VP & Director, Sales

Firm Name: MOTOROLA, INC.

Street/Mailing Address: 1700 Belle Meade Ct

City, State, Zip Code: Lawrenceville, GA 30043

Telephone Number: 201-447-7569

Email Address: Earl.richardson@motorola.com

**EXHIBIT C
ESCALATION PLAN**

Address:

System Support Center
1311 E. Algonquin Road
Schaumburg, IL 60196
Customers - (800) 323-9949
Service Providers & Motorolans - (800) 221-7144

Hours of Operation:

Open 7 days a week, 365 days a year

ESCALATION PLAN

Motorola has defined escalation procedures in place to ensure timely resolution of a customer issue. Communication of these procedures is critical to demonstrate that Motorola Services are accountable to delivering the service in the manner in which it is defined. A high-level procedure is offered below as a general basis of escalation operation.

Escalation Type	Escalation Process	Escalation Metrics
Severity Level Escalations	<ul style="list-style-type: none"> Unassigned cases exceeding response time are immediately escalated for immediate action Paging is escalated to Management based on Severity level of cases. 	30 minute paging intervals until acceptance
Escalation by Customer Request	<ul style="list-style-type: none"> Customers can request case escalation at any time 	Immediate notification sent to CSM, SSC Customer Advocate & Management
Open Case Age Exceeds Acceptable timeframe	<ul style="list-style-type: none"> Cases in Characterization status for 12 days or greater are handled by a Crash Track Team focused on resolving complex issues. All Cases open for 16 days or greater are automatically added to Weekly Case Audit lists. 	25 Day case closure goal for Crash Track Weekly case audits
Premier Customer Escalations	<ul style="list-style-type: none"> Customers with Motorola Premier Status receive automatic escalation once a case has been opened 	> 10 days open cases adhere to weekly case audits
After Hours Escalation	<ul style="list-style-type: none"> Leader on call is ready to engage in customer issues and commit to timely resolution 	Immediate changes in current process and engagement of additional resources

**EXHIBIT D
WARRANTY SERVICE PROCESS**

1. Request for Warranty Service Process

System Support center (SSC) Contact Information

Step 1: Answering Customer Requests

There are two ways for customers to initiate contact with the System Support Center (SSC).

Option A: Inbound call to SSC

The goal is to provide immediate response to customer calls 24x7. A live agent is always available to take calls.

All calls adhere to defined Speed of Answer Metrics:

Time of Call	Service Representative Qualification	Speed of Answer Metrics
Standard Business Hours: (Monday – Friday 7a.m. to 7p.m.)	Trained Technologist	Goal is to Answer within 20 Seconds
Non-Standard Business Hours: (Monday – Friday 7p.m. to 7a.m., Weekends and Holidays)	Trained Dispatch Agent	Goal is to Answer within 20 Seconds Trained Technologist returns call based on predefined case Severity level.

Option B: Online Case Opening via MOL

The goal is to provide customers an alternative to calling the SSC by providing immediate online access to initiate contact 24X7.

Note: Currently, this option is not available to Motorola Service Shops.

Step 2: Case Opening

The goal is to ensure issue tracking. All engagements are driven by the case opening process. Case metrics ensure that cases are assessed, opened, and assigned a number within pre-defined times. A case number informs the customer that their case is active and provides the name and contact information for the technician in charge.

Customers can measure and track service performance against these metrics:

Option A: Inbound Call to SSC

Case Opening Procedures	Case Opening Metrics
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<p>1. Technology group opens cases ensuring the appropriate severity level is selected according to the Severity Definition List.</p> <p>2. <i>Technologist verifies the Case severity upon taking assignment of the Case from the Team Queue.</i></p> <p>3. <i>Technologist responds to customer based on Severity Definition Response times.</i></p>	<ul style="list-style-type: none"> • 100% case opening during customer call • 100% Technologist response upon acceptance • Immediate acceptance of Severity 1 after hours
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Option B: Online Case Opening via MOL

Case Opening Procedures	Case Opening Metrics
<p>1. Customer opens Case and determines severity level according to the Severity Definition List.</p> <p>2. Case is Automatically Routed to Dispatch Team to Assign to TSO Technology Group</p> <p>3. <i>Technologist responds to customer based on Severity Definition Response times.</i></p>	<ul style="list-style-type: none"> • 100% case opening immediately by customer • 100% Technologist response upon acceptance • Immediate acceptance of Severity 1 after hours

Note: It is not recommended that customers submit Severity 1 cases online. This tool is meant for cases with severity 2-4 response times. The SSC may not be able to respond to an eCase within an hour. Customers who call the SCC for Severity 1 issues can be prioritized and routed to a team of technicians to work on the issue immediately with the customer.

Step 3: Severity Level Determination

Severity Level	Severity Level Definition	Severity Level Metric
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Severity 1	<ul style="list-style-type: none"> ▪ Major System failure ▪ Site Environment alarms (smoke, access, temp, AC power). ▪ This level is meant to represent a major issue that results in an unusable system, sub-system, Product, or critical features from the Customer's perspective. No Work-around or immediate solution is available. 	<ul style="list-style-type: none"> • 33% of system down • 33% of site channels down
Severity 2	<ul style="list-style-type: none"> ▪ Significant System Impairment ▪ System problems presently being monitored ▪ This level is meant to represent a moderate issue that limits a Customer's normal use of the system, sub-system, product, or major non-critical features from a Customer's perspective. 	<ul style="list-style-type: none"> • < 33% of system down • < 33% of site channels down
Severity 3	<ul style="list-style-type: none"> ▪ Intermittent system issues ▪ Information questions ▪ Upgrades/preventative maintenance ▪ Minor issue that does not preclude use of the system, sub-system, product, or critical features from a Customer's perspective. <ul style="list-style-type: none"> ○ i.e. cosmetic issue, documentation errors, general usage questions, recommendations for product enhancements or modifications, and scheduled events such as preventative maintenance or product/system upgrades. 	<ul style="list-style-type: none"> • 0% of system down • 0% of site channels down

Step 4: Adhering to Remote Technical Support Response Times

Severity	Response Time Metric
Severity 1	Within 1 Hour from receipt of Notification, 24/7 (continuous)
Severity 2	Within 4 Hours from receipt of Notification, Standard Business Day
Severity 3	By close of next business day, Standard Business Day

B. RESTORATION Delivery Detail

Restoration is the effort required to bring equipment to the level for which it was designed, engineered and adjusted for performance in accordance with the manufacturer's published specifications, although such equipment may not be malfunctioning.

Purpose

The purpose of restoration is to restore the customer's network back to manufactured specifications as quickly, efficiently and cost-effectively as possible.

Procedures & metrics

Motorola Services commits to restore reported incident and will outline steps, processes, and escalation plans to meet this commitment. Commitment to TIME will only be made to confirm a point of escalation, rather than for restoration

Since restoration procedures vary greatly, many of the strategies for resolving customer issues will be made

available through the SUPPORTING TOOLS/INFORMATION links on Motorola's intranet.

EXHIBIT E

SUBSCRIBERS ACCEPTANCE PLAN

If GTA or Agency purchases Subscribers (only under this Agreement, acceptance of equipment occurs upon shipment and acceptance testing does not apply. If GTA or Agency purchases any System(s) under this Agreement, the following applies:

Commencement of Acceptance Testing. Contractor will provide to GTA or Agency at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

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

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

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

EXHIBIT F

DESCRIPTION OF MAINTENANCE OPTIONS OFFERED BY MOTOROLA

Post Warranty Services Options

The information in this exhibit is for descriptive purposes and is not intended to obligate Motorola to provide these services under this master agreement.

After the warranty period, Motorola offers many choices for contracted service and support for both hardware and software products. If desired, the user can request a proposal for the type and level of support they would like. If the proposal is mutually accepted, that proposal agreement would contain the specific terms and conditions agreed to by the parties that would govern this stand alone service contract. But in no event, shall the fee the maintenance services exceed \$168.75 per hour.

The services described below are available on an 8 x 5 or 24 x 7 basis and would be quoted independently of this agreement as required by the requested user or agency.

A. Dispatch Service - The Call Center Operation at Motorola's System Support Center (SSC) continuously provides a central point of contact for technical customer service requests. The Call Center Operation is staffed with Customer Support Representatives who coordinate the appropriate service response and resources. Service requests are tracked and monitored from creation to close through an electronic Case Number process.

B. Technical Support Service - The Technical Support Operation at Motorola's SSC provides to Customer's technical staff centralized remote telephone support for technical issues that require a high level of communications systems expertise or troubleshooting on the Equipment. The Technical Support Operation is staffed with technologists who specialize in the diagnosis and resolution of system performance issues.

C. Network Security & Monitoring Service - Motorola will provide Network and Security Monitoring service to User agency. This service is applicable for the following system types: ASTRO 25 release 6.3 and higher. Network and Security Monitoring includes the monitoring of radio system infrastructure as well as monitoring and managing the Motorola security equipment present on the User agency System. Motorola will monitor Elements of a Communication System for Events, as set forth in the Monitored Elements Table.

D. On-Site Infrastructure Response Service - On-site infrastructure response provides for on-site technician response. Motorola will utilize the local Motorola Service Center, Mobile Communications, to respond to calls seven (7) days per week, twenty-four (24) hours per day, 365 days per year.

E. Infrastructure Board Repair Service - Infrastructure Board Repair provides repair management for your Motorola and third party infrastructure equipment. Equipment such as boards and power supplies are shipped to the System Support Center. Service and testing are performed at the component level by a highly trained technical staff, utilizing state-of-the-art Automated Test Equipment.

F. Advanced Replacement Service - Motorola will provide User agency with an advanced Field Replacement Unit (FRU) in exchange for Customer's malfunctioning FRU. A malfunctioning FRU will be evaluated and repaired by Motorola's System Support Center (SSC) and returned to the SSC FRU inventory upon completion of repair. Non-standard configurations and Customer-modified units are excluded from this service.

G. Software Subscription Agreement - Motorola provides most Software releases by means of a Software Subscription Agreement (“SSA”). As more thoroughly discussed in the SSA, Motorola will provide User agency periodic bulletins, which announce and explain available Enhancement Releases and Core Releases for Motorola Software for use with upgrade capable Motorola Equipment covered by the SSA.

H. Infrastructure Software Installation Service - Infrastructure Software Installation provides the technical resources to install and activate one Service Enhancement Release (SER) per year during the maintenance period. Most customers chose an annual SER implementation, even though additional Ser’s are available. This support plan includes the installation of one SER per year.

I. Local Radio Combo Service - Local Radio Combo Package provides operational check and board level repair services for mobile, portable, two-way and mobile data. An operational check is an analysis of the Equipment to identify external or internal defects. Local Radio Combo Package also includes service on standard palm microphones and single mobile controls heads, provided that they are required for normal operation of the two-way mobile and are included at the point of manufacture.

J. Software Upgrade Design Service- Software Upgrade Design includes design services for Enhancement Releases only. Motorola will review System audit data along with an equipment list to insure there will be no Software incompatibilities between equipment that is not being upgraded versus equipment, which is being upgraded with an SER. Motorola will identify additional equipment and engineering that is required as a result of the upgrade and will recommend a plan for installation.

K. System Survey and Analysis – This service provides semi-annual operational tests and alignments, as applicable, on the infrastructure or fixed network equipment, to ensure the equipment meets original manufacturer specifications. The service will be provided during a standard business day.

L. System Audit (only applicable if needed for Software Upgrade Design) - A
System Audit provides the technical resources to collect System configuration information. Depending on the specific requirements for the audit, information such as Software versions, hardware versions, model and serial numbers, equipment distribution and System layout/architecture is gathered and retained by Motorola. Motorola will provide a copy of the audit data to User agency.

M. Dedicated Motorola System Manager - The dedicated Motorola System Manager will act as a single point of contact that is knowledgeable in the communications systems field. This individual will be proactive in managing all available resources to sustain optimal uptime, insure “five-nines” system availability, provide system enhancement recommendations, and generating quality metric reports, in order to achieve maximum beneficial use of the radio network.