

**MOTOROLA SOLUTIONS****Quote Number:** QU0000371650**Effective:** 04 AUG 2016**Effective To:** 03 OCT 2016**Bill-To:**

VIENNA, TOWN OF
127 CENTER ST S
VIENNA, VA 22180
United States

Attention:

Name: Mary Beth Palmer
Phone: 703-319-8617

Sales Contact:

Name: Rosemary Kiley
Email: rkiley@wirelessinc.com
Phone: 7039194985

Contract Number: STAFFORD COUNTY (VA)
Freight terms: FOB Destination
Payment terms: Net 30 Due

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
I	1	M25URS9PW1AN	APX6500 7/800 MHZ MID POWER MOBILE	\$7,452.00	\$5,439.96	\$5,439.96
Ia	1	GA05100AA	ENH: STD WARRANTY APPLIES-NO SFS	-	-	-
Ib	1	G298AS	ENH: ASTRO 25 OTAR W/ MULTIKEY			
Ic	1	G851AG	ADD: AES/DES-XL/DES-OFB ENCRYPTION			
Id	1	G806BE	ADD: ASTRO DIGITAL CAI OPERATION			
Ie	1	W22BA	ADD: PALM MICROPHONE			
If	1	G442AJ	ADD: OS CONTROL HEAD			
Ig	1	G67BC	ADD: REMOTE MOUNT MID POWER			
Ih	1	G444AE	ADD: APX CONTROL HEAD SOFTWARE	-	-	-
Ii	1	G174AD	ADD: ANT 3DB LOW-PROFILE 762-870			
Ij	1	G831AD	ADD: SPKR 15W WATER RESISTANT			
Ik	1	G51AU	ENH: SMARTZONE OPERATION APX6500			
Il	1	G361AH	ADD: P25 TRUNKING SOFTWARE			
Im	1	GA00580AA	ADD: TDMA OPERATION			
In	1	GA01771AB	ENH: ENHANCEMENT LEVEL 2			

Total Quote in USD**\$5,439.96**

Stafford County Contract Price Structure Used, Contract Number 1024064.
This is an equipment order only, no services included.

PO Issued to Motorola Solutions Inc. must:

- Be a valid Purchase Order (PO)/Contract/Notice to Proceed on Company Letterhead. Note: Purchase Requisitions cannot be accepted
- Have a PO Number/Contract Number & Date
- Identify "Motorola Solutions Inc." as the Vendor
- Have Payment Terms or Contract Number
- Be issued in the Legal Entity's Name

- Include a Bill-To Address with a Contact Name and Phone Number
- Include a Ship-To Address with a Contact Name and Phone Number
- Include an Ultimate Address (only if different than the Ship-To)
Be Greater than or Equal to the Value of the Order
Be in a Non-Editable Format
- Identify Tax Exemption Status (where applicable)
- Include a Signature (as Required)

Communications Products Agreement

This Communications Products Agreement ("Agreement") is entered into between Motorola Solutions, Inc., a Delaware Corporation ("Motorola" or "Contractor"), and Stafford County, Virginia, a political subdivision of the Commonwealth of Virginia, ("Customer" or "County") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the Products, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

Section 1 EXHIBITS

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

- | | |
|-----------|--|
| Exhibit A | Motorola "Software License Agreement" |
| Exhibit B | "Technical and Implementation Documents" |
| B-1 | "List of Products" and "Pricing dated _____" |
| B-2 | "Statement of Work" dated _____" |

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

- 2.1. "Confidential Information" means all information consistent with the fulfillment of this agreement that is (i) disclosed under this agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. Confidential information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.
- 2.2. "Contract Price" means the price for the Products, excluding applicable sales or similar taxes and freight charges.
- 2.3. "Effective Date" means that date upon which the last Party executes this Agreement.
- 2.4. "Equipment" means the equipment listed in the List of Products that Customer purchases from Motorola under this Agreement.
- 2.5. "Force Majeure" means an event, circumstance, or act of a third party that is beyond a Party's reasonable control (e.g., an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots).

- 2.6. "Infringement Claim" means a third party claim alleging that the Equipment manufactured by Motorola or the Motorola Software directly infringes a United States patent or copyright.
- 2.7. "Motorola Software" means Software that Motorola or its affiliated company owns.
- 2.8. "Non-Motorola Software" means Software that another party owns.
- 2.9. "Open Source Software" (also called "freeware" or "shareware") software with either freely obtainable source code, license for modification, or permission for free distribution.
- 2.10. "Products" mean the Equipment and Software provided by Motorola under this Agreement.
- 2.11. "Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.
- 2.12. "Software" means the Motorola Software and Non-Motorola Software in object code format that is furnished with the Products.
- 2.13. "Warranty Period" means one (1) year from the date of shipment of the Products.

Section 3 SCOPE OF AGREEMENT AND TERM

- 3.1. **SCOPE OF WORK.** Motorola will provide and install (if applicable) the Products, and perform its other contractual responsibilities, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.
- 3.2. **CHANGE ORDERS.** Either Party may request changes within the general scope of this Agreement. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.
- 3.3. **TERM.** Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the expiration of the Warranty Period or five (5) years from the Effective Date, whichever occurs last.
- 3.4. **ADDITIONAL EQUIPMENT OR SOFTWARE.** During the Term of this Agreement, Customer may order additional Equipment or Software if it is then available. Each order must refer to this Agreement and must specify the pricing and delivery terms. Notwithstanding any additional or contrary terms in the order, the applicable provisions of this Agreement (except for pricing, delivery, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Payment is due within twenty (20) days after the invoice date, and Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through Motorola Online ("MOL"), and this Agreement will be the "Underlying Agreement" for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration

and other information may be found at
telephone number is (800) 814-0601.

and the MOL

3.5 MAINTENANCE SERVICE. This Agreement does not cover maintenance or support of the Products except as provided under the warranty. If Customer wishes to purchase maintenance or support, Motorola will provide a separate maintenance and support proposal upon request.

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

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

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

Section 4 PERFORMANCE SCHEDULE

If this Agreement includes the performance of services, the Statement of Work will describe the performance schedule.

Section 5 CONTRACT PRICE, PAYMENT, AND INVOICING

5.1. **CONTRACT PRICE.** The Contract Price in U.S. dollars is \$_____.

5.2. **INVOICING AND PAYMENT.** Motorola will submit invoices to Customer for Products when they are shipped and for services, if applicable, when they are performed. Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For Customer's reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800.

5.3. **COOPERATIVE PROCUREMENT.** This Agreement pricing in the attached exhibits, including discounts in effect for the five year period following the Effective Date, shall be available for the stated periods to the Customer, and to all jurisdictions identified in the Stafford County RFP No. 1024064 dated August 29, 2006 and August 21, 2006, for their interoperability requirements. Motorola shall also extend pricing schedule to all Metropolitan Washington Council of Governments member and other jurisdictions and all public bodies as defined under Section 2.2-4301 and referenced by Section 2.2-4304 of the Code of Virginia (individually, an "Authorized Entity" and collectively, the "Authorized Entities"). Motorola and the Customer may extend the period by mutual written agreement. Any Authorized Entity, other than Stafford County, utilizing this Agreement to purchase product will place its own order(s) directly with Motorola. The terms and conditions of this Agreement will govern such purchases, unless the Authorized Entity and Motorola agree to execute a separate agreement. The Authorized Entity and Motorola may agree to additional or modified terms and conditions unique to the jurisdiction or as required by the circumstances surrounding the purchase. The County shall not be liable for any products or services ordered by the Authorized Entity.

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

5.4. **INVOICING AND SHIPPING ADDRESSES.** Invoices and the ultimate destination where the Equipment will be delivered to Customer is:

Attn: Carol Adams
Emergency Communications Director
1300 Courthouse Road
P.O. Box 189
Stafford, VA 22555-0189

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

Section 6 SITES AND SITE CONDITIONS

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

6.2. SITE CONDITIONS. If Motorola is providing installation or other services at Customer's sites, Customer will ensure that these work sites be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space, air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the Products.

Section 7 ACCEPTANCE

Unless as otherwise mutually agreed upon in writing, acceptance of the Products will occur upon delivery to Customer unless this Agreement provides for acceptance verification or testing, in which case acceptance of the Products will occur upon successful completion of the acceptance verification or testing. Notwithstanding the preceding sentence, Customer's use of the Products for their operational purposes will constitute acceptance.

Section 8 REPRESENTATIONS AND WARRANTIES

8.1. EQUIPMENT WARRANTY. During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship.

8.2. MOTOROLA SOFTWARE WARRANTY. Unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section that are applicable to the Motorola Software. TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERCEDES THIS SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

8.3. EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Motorola Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

8.4. WARRANTY CLAIMS. To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or

Motorola Software. That action will be the full extent of Motorola's liability for the warranty claim. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable Warranty Period. All replaced products or parts will become the property of Motorola.

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

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

Section 9 DELAYS

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

Section 10 DISPUTES

Any dispute concerning a question of fact as a result of this Agreement shall be decided by the County Administrator, or his/her designee, who shall render his/her decision in writing and mail or otherwise forward a copy to Motorola within 90 days of the receipt of the claim. The decision of the County Administrator, or his/her designee, shall be final and conclusive unless the Motorola appeals the decision within six months of the date of the final written decision, by instituting legal action as provided in the Code of Virginia § 2.2-4364 (1950, as amended). Motorola may not institute a legal action, unless the County Administrator, or his/her designee, fails to render such a decision within the time specified.

Motorola's contractual claims, whether for money or other relief, shall be submitted in writing to the County Administrator or his/her designee, no later than 60 days after the final payment; however, written notice of Motorola's intention to file such a claim shall have been given at the time of the occurrence or beginning of the work upon which claim is based. Nothing herein shall preclude Motorola from submission of an invoice for final payment within a certain amount of time after completion and acceptance of the work or acceptance of the goods. Pendency of the claims shall not delay payment of the amounts agreed due in the invoice for final payment.

Section 11 DEFAULT AND TERMINATION

11.1 If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of the default. Except for a default by Customer for failing to pay any amount when due under this Agreement which

must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan. If the non-performing Party fails to cure the default, the performing Party may terminate any unfulfilled portion of this Agreement and recover damages as permitted by law and this Agreement.

11.2. **TERMINATION FOR NON-APPROPRIATION OF FUNDS.** The continuation of the terms, conditions and provisions of this Agreement is subject to the approval and ratification of this Agreement by the County and appropriation by the County of the necessary money to fund this Agreement for succeeding fiscal years. Should the County fail to appropriate necessary funding, the County may delay such payment until funds have been appropriated or terminate this Agreement, or any unfunded portion of this Agreement. The County agrees to notify Motorola immediately if funds are unavailable. Motorola reserves the right to stop work until funding is available (without penalty or additional cost to Motorola) and terminate if funding is not available in a reasonable amount of time. The County will be responsible to Motorola for the cost of all services rendered up to notification and all costs incurred by Motorola to shut down the work in progress.

Section 12 INDEMNIFICATION

12.1. PATENT AND COPYRIGHT INFRINGEMENT INDEMNIFICATION

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

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

12.1.3. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or

instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

12.1.4. This Section 12 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 12 are subject to and limited by the restrictions set forth in Section 12.

Section 13 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or services with respect to which losses or damages are claimed. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 14 CONFIDENTIALITY AND PROPRIETARY RIGHTS

14.1. CONFIDENTIAL INFORMATION.

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

actions or other breach of this agreement; and (vi) only use the Confidential Information as needed to fulfill this agreement.

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

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

14.2. PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS.

Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All Intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of Intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

Section 15 GENERAL

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

15.2. **ASSIGNABILITY.** This Agreement may not be assigned in whole or in part by Motorola without prior written consent of the Customer. Where consent is required, it shall not be unreasonably withheld.

15.3. **AUDIT/EXAMINATION OF RECORDS.**

15.3.1. **Audit.** The books and records of Motorola and its subcontractors, insofar as they pertain to equipment, parts and/or services provided under this Agreement, upon thirty (30) days written notice by the County, will, at reasonable hours, be subject to audit and inspection at the Motorola facility by the County, or any duly authorized representative, at the County's sole expense. Except as provided by federal, state, or County statute, ordinance, or regulation, including, but not limited to, the Virginia Freedom of Information Act, nothing contained herein authorizes the County to audit books or records of Motorola or to gain access to areas that contain confidential or proprietary information regarding products and service costs and/or pricing. To the extent the County is required to disclose confidential or proprietary information pursuant to a court order, subpoena or applicable law, including but not limited to the Virginia Freedom of Information Act, the County shall provide Motorola prompt notice of the request and a reasonable opportunity to object to the disclosure and seek a protective order or appropriate remedy.

15.3.2 **Examination of Records.** The County Administrator, or his duly authorized representative, shall retain the right to examine and copy any directly pertinent books, documents, papers and records of Motorola involving transactions related to the contract in question for a period of three (3) years following the final payment under this Agreement. In the event there is litigation or arbitration involving the contract, rights of access, examination and copying thereunder shall continue until any litigation, appeals, claims or arbitration shall have been finally disposed of.

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

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

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

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

15.8. **ENTIRE AGREEMENT.** This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements,

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

15.9. NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by email. All non-technical notices, and reports required by this Agreement shall be sent by Certified U.S. Mail, postage and fees paid, return receipt requested, or overnight delivery with receipt, to the person designated below:

Motorola Solutions, Inc.
Attn: Law Department VP
1303 E. Algonquin Road
Schaumburg, IL 60196
fax: 847-538-0838

Customer
Attn: Mr. Anthony Romanello
County Administrator
1300 Courthouse Road
Stafford, VA 22555-0189

All Notices and inquiries regarding technical requirements for system installation, operation and acceptance except as otherwise provided in this Agreement, shall be directed to the person designated below.

Motorola Solutions, Inc.

Customer
Attn: Carol Adams
Emergency Communications Director
1300 Courthouse Road
P.O. Box 189
Stafford, VA 22555-0189

15.10. GOVERNING LAW AND VENUE. This Agreement shall be deemed to have been entered into in to Commonwealth of Virginia and shall be construed in accordance with and governed by the laws of the Commonwealth. The exclusive venue for any legal action related to or arising out of this Agreement shall be the courts of Stafford County, Virginia, or the United States District Court for the Eastern District of Virginia, Alexandria Division.

15.11. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC

license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

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

15.13 **SURVIVAL OF TERMS.** The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.7 (Motorola Software), Section 3.8 (Non-Motorola Software); if any payment obligations exist, Sections 5.1 and 5.2 (Contract Price and Invoicing and Payment); Subsection 9.6 (Disclaimer of Implied Warranties); Section 10 (Disputes); Section 13 (Limitation of Liability); Section 14 (Confidentiality and Proprietary Rights; and all of the General terms in this Section 15.

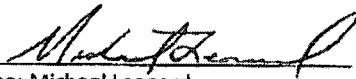
15.14 **EMPLOYMENT DISCRIMINATION.** During the performance of this Agreement, Motorola agrees as follows: Motorola will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of Motorola. Motorola agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Motorola, in all solicitations or advertisements for employees placed by or on behalf of Motorola, will state that Motorola is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section. Motorola will include the provisions of this section in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

15.15. **FAITH-BASED CLAUSE.** The Customer does not discriminate against faith-based organizations in accordance with Virginia Code Section 2.2-4343.1 or against any bidder or offerer because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

15.16. **LEGAL STATUS.** All individuals performing work pursuant to this Agreement must be a United States citizen or possess documents that allow them to be employed and work in the United States.

Motorola Solutions, Inc.

Customer

By: 
Name: Michael Leonard
Title: MSSSI Vice President
Date: December 29, 2015

By: 
Name: _____
Title: _____
Date: 12.28.15



Exhibit A

SOFTWARE LICENSE AGREEMENT

This Exhibit A Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and Stafford County, Virginia ("Licensee" or "County").

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

Section 1 DEFINITIONS

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

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

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

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

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

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

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

Section 2 SCOPE

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

Section 3 GRANT OF LICENSE

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

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

Section 4 LIMITATIONS ON USE

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

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

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to

Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

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

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

Section 5 OWNERSHIP AND TITLE

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

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. The commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's

particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software.

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

6.3. Warranty claims are described in the Primary Agreement.

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

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than RSS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

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

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

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

Section 9 UNITED STATES GOVERNMENT LICENSING PROVISIONS

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

Section 10 CONFIDENTIALITY

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

Section 11 LIMITATION OF LIABILITY

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

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

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

13.2. **COMPLIANCE WITH LAWS.** Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior

authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

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

13.4. **GOVERNING LAW.** This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the laws of the Commonwealth of Virginia. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.5. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6. **SURVIVAL.** Sections 4, 5, 6.3, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7. **ORDER OF PRECEDENCE.** In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8 **SECURITY.** Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

Section 14 SOFTWARE ACCEPTANCE TEST REQUIREMENTS

14.1 **ACCEPTANCE TESTS.** Stafford County requires four types of acceptance tests: functional, performance reliability and availability. Acceptance tests will be conducted first on each System Component independently. Upon acceptance of all System Components, a final set of Functional, Performance and Reliability Acceptance Tests will be performed on the integrated System to ensure that all Components work together as intended and at the contracted performance levels. The County will notify Motorola of the successful completion of each test in accordance with task completion requirements in the Statement of Work. In the event a Level 1 Error is corrected by Motorola, then

subsequently fails on two additional occasions within the test period, the County has the right to be refunded all previous payments under the Contract.

14.2 FUNCTIONAL ACCEPTANCE TESTING REQUIREMENTS. Functional Acceptance Testing occurs before system cutover. Each System Component will be tested individually, and then in an integrated environment to ensure that all components work together as intended. The County and Motorola will work together to confirm all System functionality. Each specific System function agreed to as part of the final Contract should be tested and tracked from original documentation by Motorola. During the Functional Acceptance Test, Motorola will demonstrate the operation of each proposed or required feature, function and interface based on the test plan that will be approved by the County prior to contract signing. If a requirement fails a test, Motorola will have up to ten days to either correct the discrepancy or work with the County to develop a mutually agreeable date of when it will be corrected. Once a failed requirement is corrected, Motorola and the County will conduct additional testing of that requirement to verify that it passes the test.

14.3 PERFORMANCE TESTING REQUIREMENTS. The Performance Test will be conducted after the successful implementation and functional testing of each System Component, and again in a live integrated environment after system cutover to ensure that performance standards are maintained when all Application Components are in use. Each System Component must demonstrate that it can conform to the performance requirements for 30 days after System Component Cutover and then again for 90 days in the fully operational and integrated environment after all System Components have been cutover. Should any System Component fail to meet the performance criteria for any reason, the problem will be corrected by Motorola and the Acceptance Period will restart upon correction.

14.4 STRESS TESTING REQUIREMENTS. A stress test will be conducted to demonstrate the capability of the System or System Component to handle peak volumes. Motorola will design and apply a stress test to simulate full capacity utilization by the County's departmental users of the system. The stress test should perform the equivalent of a live load testing on the application for a minimum period of three hours. The test should simulate live operation of the proposed system.

14.5 RELIABILITY TESTING REQUIREMENTS. The purpose of the Reliability Test is to demonstrate the operational capability and reliability of the System Components and System, and to test the ability of the System Component or System to adhere to the performance standards in a live environment over time. Reliability Testing will be conducted for 30 consecutive days after cutover of each System Component and again for 90 consecutive days in an integrated environment once all System Components are cutover. During Reliability Testing, errors will be classified and remedied as described in the following paragraphs:

Level 1 Error – Error affects multiple users, critical operations and/or database functionality. Level 1 Errors result in data loss, data corruption, prevented productive use of System Component or System, inoperative servers or systemic workstation failures. Motorola will have 24 hours to fix and test the problem. Once a problem is resolved, a new acceptance test period will begin. Once the System Component or System operates for the total number of intended consecutive days without a Level 1 Error, the Reliability Test will be completed for that System Component or the System.

Level 2 Error - Error affects productive use and operations of the System Component or System, or System or System Component does not meet performance or availability standards. A procedural work-around is not available. Motorola will have 24 hours to fix and test the problem. Once a problem is

resolved, a new acceptance test period will begin. Once the System Component or System operates for the total number of intended consecutive days without a Level 2 Error, the Reliability Test will be completed for that System Component or the System.

Level 3 Error - System Component or functionality does not work as expected, resulting in an incomplete, unintended or erroneous operation. Productive use of the affected application or component is not significantly impacted and a procedural work-around is available. Motorola will attempt to fix the error during the Reliability Test period. If Motorola is not able to fix the error during the Reliability Test period, Motorola and the County will develop a mutually acceptable plan to remedy the error in a future fix release.

Level 4 Error - System or System Component contains minor errors that do not impact productive use of the affected application or module. Motorola and the County will develop a mutually acceptance plan to remedy the error in a future fix release, and System or System Component will be accepted.

14.6 FINAL SYSTEM ACCEPTANCE. Final System Acceptance will occur after the completion of the overall System 90-day Reliability Test and a mutually agreeable plan to remedy Level 3 and Level 4 errors has been developed. In order to ensure Motorola is aware of the County's terms and conditions, the following statement regarding payment terms shall be in every solicitation:

Invoice

Payments shall be based on the actual work performed and measured. Upon the request, Motorola shall provide the County with any additional documentation regarding actual work performed that the County deems necessary or appropriate. Invoices shall show the Stafford County Purchase Order number and are subject to review and approval by the Stafford County Administrator or his designee.

Exhibit B
Technical and Implementational Documents

Exhibit B-1

List of Products and Pricing

I. List of Products

II. **Pricing.** Customer may purchase equipment, including hardware, software and licenses, as well as, services for system implementation, design and testing per the discount matrix below.

MASTER SITE RADIO EQUIPMENT	20%			
PRIME SITE RADIO EQUIPMENT	20%			
REMOTE SITE RADIO EQUIPMENT	20%			
MICROWAVE EQUIPMENT	8%			
POWER SYSTEM EQUIPMENT	8%			
TRANSMISSION LINE EQUIPMENT	8%			
MOSCAD/NFM	8%			
COMPUTERS/MONITOR EQUIPMENT	8%			
LOGGING RECORDER EQUIPMENT	8%			
TEST EQUIPMENT	8%			
RADIO CONSOLE EQUIPMENT	20%			
RADIO CONSOLE ACCESSORY EQUIPMENT	8%			
		QTY 500- 1999	QTY 2000-499	QTY 5000+
				Contact Motorola Sales
APX PORTABLES	28%	32%	34%	
APX MOBILES	27%	29%	31%	Contact Motorola Sales
APX ACCESSORIES	23%			
SYSTEM INTEGRATION	DAY RATE			
ENGINEERING	\$ 1,772			
PROJECT MANAGEMENT	\$ 1,772			
SYSTEMS TECHNOLOGIST	\$ 1,772			

BOARD OF SUPERVISORS
COUNTY OF STAFFORD
STAFFORD, VIRGINIA

RESOLUTION

At a regular meeting of the Stafford County Board of Supervisors (the Board) held in the Board Chambers, George L. Gordon, Jr., Government Center, Stafford, Virginia, on the 17th day of November, 2015:

<u>MEMBERS:</u>	<u>VOTE:</u>
Gary F. Snellings, Chairman	Yes
Laura A. Sellers, Vice Chairman	Yes
Meg Bohmke	Yes
Jack R. Cavalier	Yes
Paul V. Milde III	Yes
Cord A. Sterling	Yes
Robert "Bob" Thomas, Jr.	Yes

On motion of Mr. Sterling, seconded by Ms. Sellers, which carried by a vote of 7 to 0, the following was adopted:

A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE A CONTRACT WITH MOTOROLA SOLUTIONS, INC. FOR THE CONTINUED SUPPORT, PRICING, AND MAINTENANCE OF THE COUNTY'S PUBLIC SAFETY RADIO COMMUNICATIONS SYSTEM

WHEREAS, the Stafford County Public Safety radio communications system requires support and maintenance for critical systems to keep them in optimal working condition; and

WHEREAS, in 2007, the County executed a contract with Motorola Solutions, Inc. (Motorola) for maintenance of the Public Safety radio communications system; and

WHEREAS, the terms of the 2007 contract, and all subsequent extensions, ends on December 6, 2015; and

WHEREAS, Motorola is the sole source provider of this Public Safety radio communications equipment; and

WHEREAS, the County desires to enter into a new contract with Motorola to continue to receive the same discounts and benefits derived from the 2007 contract; and

WHEREAS, the Sheriff's Office and staff reviewed the proposal and determined that it is reasonable for the proposed scope of services;

NOW, THEREFORE, BE IT RESOLVED by the Stafford County Board of Supervisors on this the 17th day of November, 2015, that the County Administrator be and he hereby is authorized to execute a contract with Motorola Solutions, Inc. for a term of five years to continue support, pricing, and maintenance of the County's Public Safety radio communications system; and

BE IT FURTHER RESOLVED that the County Administrator or his designee is authorized to execute any other documents related to the contract or future renewal that he deems necessary and/or appropriate.

A Copy, teste:



Anthony J. Romanello, ICMA-CM
County Administrator

AJR:CEJ:ca