

Pinellas County

Purchase Authorization - Goods Purchase Agreement

THIS PURCHASE AUTHORIZATION – GOODS PURCHASE AGREEMENT (“Agreement”) is made as of this 19 day of September, 2022 (“Effective Date” which is the same date as the last party to execute this Agreement), by and between Pinellas County, a political subdivision of the State of Florida (“County”), and Motorola Solutions, Inc. (“Contractor”) (individually, “Party,” collectively, “Parties”).

WITNESSETH:

WHEREAS, the County is authorized to purchase goods based on pricing received by other governmental competitive solicitation processes which are made available to local public procurement units; and

WHEREAS, the County has elected to utilize resulting pricing of the cooperative procurement or solicitation issued by State of Florida Contract No. 43190000-22-NASPO-ACS- (“Bid”) for 22-0387-S(AJM) Public Safety Communication Communications Products, Services and Solutions; and

WHEREAS, Contractor represents that it has the ability to provide the goods as set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants, agreements, terms, and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. The execution of this Agreement is subject to and expressly limited by the Terms and Conditions hereon. County and the Contractor are not bound by additional provisions or provisions at variance herewith that may appear in the Contractor's quotation, acknowledgement in force, or any other communication from Contractor to or from County unless such provision is expressly set forth herein.
2. ASSIGNMENT/SUBCONTRACTING - The Contractor must provide the Goods required by this Agreement. No assignment or subcontracting is allowed without prior written consent of the County. In the event of a corporate acquisition and/or merger, the Contractor must provide written notice to the County, within (30) business days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. In that event, the County may terminate this Agreement in those instances in which a corporate acquisition and/or merger represents a conflict of interest or contrary to any local, state, or federal laws.
3. ORDERS- Within the term of this Agreement, County may place one or more orders for goods at the prices listed on the Price Schedule which is attached hereto as Exhibit A and which is incorporated by reference hereto.

4. DELIVERY/CLAIMS - Prices on the Schedule of Prices are F.O.B. Destination, FREIGHT INCLUDED and unloaded to location(s) within Pinellas County. Actual delivery address(es) will be identified at time of order. Contractor will be responsible for making any and all claims against carriers for missing or damaged items.
5. COMPENSATION - County will pay Contractor upon Contractor's delivery of, and County's acceptance of, the goods required herein, as specified. All payments will only be made based on invoices submitted in accordance with the Local Government Prompt Payment Act, Florida Statutes §§ 218.70, et. seq.
6. TERM OF AGREEMENT AND SPENDING CAP – This Agreement is effective on the effective date and will continue in effect for a period of 12 months. Notwithstanding any order(s) placed pursuant to this Agreement, the County may not be held responsible for amounts exceeding the not to exceed annual expenditure of \$2,700,000.00 through June 30, 2023, without a written amendment to this Agreement raising such limit signed by the parties.
7. TERM OF PERFORMANCE – The term of this Agreement shall continue through June 30, 2023, in conjunction with the cooperative procurement. The parties may extend this agreement in conjunction with any extensions made to the cooperative procurement by a mutually agreed upon written amendment to this Agreement. If the parties desire to extend past the expiration date of the cooperative procurement contract, the parties may do so by entering into a mutually agreed upon written amendment to this Agreement.
8. SURVIVABILITY - Costs associated with purchases using the authority provided by this contract will survive the contract itself operating under the contract terms and conditions. The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the cooperative term contract by more than twelve (12) months. Invoices may be billed for these costs on an “in arrears” basis for an additional twelve (12) month period beyond the contract expiration.
9. INVOICING – Written invoice(s) must be submitted to:
 - Finance Division Accounts Payable
 - Board of County Commissioners Pinellas County
 - PO Box 2438
 - Clearwater, FL 33757
 - 727-464-8389
 - FinanceAccountsPay@MyPinellasClerk.org

Each invoice must include, at a minimum, the Contractor’s name, contact information and the Purchase Order number.

10. DISCOUNTS - Delay in receiving an invoice, invoicing for materials shipped ahead of specified schedule, or invoices rendered with errors or omissions will be considered just cause for County to withhold payment without losing discount privileges. Discount privilege will apply from date of scheduled delivery, the date or receipt of goods, or the date of approved invoice, whichever is later.
11. NAME CHANGES - The Contractor is responsible for immediately notifying the County of any company name change, which would cause invoicing to change from the name used at the time of the original Agreement.
12. COMPLIANCE WITH APPLICABLE LAWS - Contractor certifies that all of the products to be furnished hereunder will be manufactured or supplied by Contractor in accordance with all applicable provisions of State, Local and Federal laws, as of the date that the goods are supplied.
13. CHOICE OF LAW: The laws of the State of Florida apply to this Agreement and any and all purchases made hereunder. Contractors must comply with all local, state, and federal directives, orders and laws including, but not limited to, Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA.
14. PUBLIC RECORDS: The Parties acknowledge and agree that the statement below is required by Florida Statutes to be included in certain contracts for services. The inclusion of this statement shall not be construed to imply that Contractor has been delegated any governmental decision-making authority, governmental responsibility, or governmental function or that Contractor is acting on behalf of the County as provided under section 119.011(2), Florida Statutes. Contractor may contact the identified Custodian of Public Records with questions regarding the application of the Public Records Law; however, Contractor is advised to seek independent legal counsel as to its legal obligations. The County cannot provide Contractor advice regarding its legal rights or obligations.

Contractor acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the Pinellas County Board of County Commissioners, Purchasing Department, Operations Manager custodian of public records at 727-464-3311, purchase@pinellascounty.org, Pinellas County Government, Purchasing Department, Operations Manager, 400 S. Ft. Harrison Ave, 6th Floor, Clearwater, FL 33756.

15. FISCAL NON-FUNDING- In the event that sufficient budgeted funds are not available for a new fiscal period, the County will notify the Contractor of such occurrence and this Agreement will terminate on the last day of the then current County fiscal period (Oct. 1 – Sept. 30) without penalty or expense to the County.
16. INDEMNITY PROVISION -. Contractor will indemnify and hold County harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against County to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if County gives Contractor prompt, written notice of any claim or suit. County will cooperate with Contractor in its defense or settlement of the claim or suit. This Section sets forth the full extent of Contractor's general indemnification of County from liabilities that are in any way related to Contractor's performance under this Agreement.
17. Contractor will defend at its expense any suit brought against County to the extent it is based on a third- party claim alleging that the Equipment manufactured by Contractor, or the Contractor Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Contractor's duties to defend and indemnify are conditioned upon: County promptly notifying Contractor in writing of the Infringement Claim; Contractor having sole control of the defense of the suit and all negotiations for its settlement or compromise; and County providing to Contractor cooperation and, if requested by Contractor, reasonable assistance in the defense of the Infringement Claim. In addition to Contractor's obligation to defend, and subject to the same conditions, Contractor will pay all damages finally awarded against County by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Contractor in settlement of an Infringement Claim.

If an Infringement Claim occurs, or in Contractor's opinion is likely to occur, Contractor may at its option and expense: (a) procure for County 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 County a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

Contractor 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 Contractor; (b) the use of ancillary equipment or software not furnished by Contractor and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with County'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 Contractor; (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 County 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 County extend in any way to royalties payable on a per use basis or the County's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Contractor from Customer from sales or license of the infringing Contractor Product.

18. INDEPENDENT CONTRACTOR STATUS AND COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986 - The Contractor is and will remain an independent contractor and is neither agent, employee, partner, nor joint venture of the County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324 et. seq., and regulations thereto, as either may be amended from time to time. Failure to comply with the above provisions is considered a material breach and is grounds for immediate termination of the agreement, at the discretion of the County.

19. E-VERIFY

The Contractor and Subcontractor must register with and use the E-verify system in accordance with Florida Statute 448.095. A Contractor and Subcontractor may not enter into a contract with the County unless each party registers with and uses the E-verify system.

If a Contractor enters a contract with a Subcontractor, the Subcontractor must provide the Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized aliens. The Contractor must maintain a copy of the affidavit for the duration of the contract.

If the County, Contractor, or Subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statute 448.09(1) shall immediately terminate the contract with the person or entity.

If the County has a good faith belief that a Subcontractor knowingly violated this provision, but the Contractor otherwise complied with this provision, the County will notify the Contractor and order that the Contractor immediately terminate the contract with the Subcontractor.

A contract terminated under the provisions of this section is not a breach of contract and may not be considered as such. Any contract termination under the provisions of this section may be challenged to Section 448.095(2)(d), Florida Statute. Contractor acknowledges upon termination of this agreement by the County for violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor acknowledges that Contractor is liable for any additional costs incurred by the County as a result of termination of any contract for a violation of this section.

Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with the clause set for in this section.

NOTICES TO PINELLAS COUNTY - Any notices or inquiries relative to Purchase Order should be directed to:

Alex Meloy
Procurement Analyst Coordinator
727-464-3147
almeloy@pinellascounty.org

20. INSPECTION – In County’s sole discretion, goods rejected due to inferior quality or workmanship will be returned to Contractor at Contractor’s expense and are not to be replaced except upon receipt of written instructions from County.
21. MATERIAL QUALITY - All goods and materials purchased and delivered pursuant to this Agreement will be of first quality and not damaged and/or factory seconds. Any materials damaged or not in first quality condition upon receipt must be exchanged within twenty-four (24) hours of notice to the Contractor at no charge to County.
22. MATERIAL SAFETY DATA - In accordance with OSHA Hazardous Communications Standards, it is the Contractor seller's duty to advise if a product is a toxic substance and to provide a Material Safety Data Sheet at time of delivery.
23. NON-EXCLUSIVE AGREEMENT - Award of this Agreement imposes no obligation on the County to utilize the Contractor for all goods of this type, which may develop during the agreement period. This is not an exclusive agreement. County specifically reserves the right to concurrently contract for similar goods if it deems such action to be in the County's best interest. In the case of multiple-term agreements, this provision applies separately to each term.
24. PURCHASE ORDER NUMBER - Each order will contain the Purchase Order Number applicable to this Agreement, and such Purchase Order Number must appear on all packing slips, invoices and all correspondence relating to the Order. County will not be responsible for goods delivered without a Purchase Order Number.

25. REMEDIES - County and Contractor will have all remedies afforded by applicable law.
26. RIGHT TO AUDIT - The Contractor must retain records relating to this agreement for a period of at least three (3) years after final payment is made. All records must be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, County reserves the right to audit such records pursuant to Pinellas County Code, §2-187.
27. SEVERABILITY - If any section, subsection, sentence, clause, phrase, or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent Jurisdiction, such portion must be deemed separate, distinct, and independent provision, and such holding will not affect the validity of the remaining portion thereof.
28. TAX EXEMPTION – County is immune from taxation. The Florida State Sales Tax Exemption Number for Pinellas County is 85-8013287050C-7 Federal Excise Tax Exemption Number is 59-6000800.
29. TAXES - Payments to County are subject to applicable Florida taxes.
30. TERMINATION - County reserves the right to terminate this agreement, without cause by giving thirty (30) days prior written notice to the Contractor of the intention to terminate or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified. If the County terminates this agreement for any reason other than Contractor's default, they will pay for all equipment delivered and services rendered up to the date of termination.

Failure of the Contractor to comply with any of the provisions of this Agreement is considered a material breach of Agreement and is cause for immediate termination of the Agreement at the sole discretion of County.

In addition to all other legal remedies available to the County, the County reserves the right to terminate and obtain from another source any services which have not been provided within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of request, as determined by the County.

31. VARIATION IN QUANTITY - County assumes no liability for goods or materials produced, processed, or shipped in excess of the amounts ordered pursuant to the terms of this Agreement.
32. WARRANTY - EQUIPMENT WARRANTY. During the Warranty Period, Motorola Solutions 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 County's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

MOTOROLA SOLUTIONS SOFTWARE WARRANTY. Unless otherwise stated in the Software License Agreement, during the warranty period of 90 days, Motorola Solutions warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section 9 that are applicable to the Motorola Solutions Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Solutions Software by events or causes within County's control, this warranty expires nine (9) months after the shipment of the Motorola Solutions 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 SUPERSEDES THIS SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOLUTIONS SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Motorola Solutions 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 Solutions; County'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.

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

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

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

33. Limitation of Liability - Except for personal injury, death or damage to tangible property, 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
34. AMENDMENT – This Agreement may be amended by mutual written agreement of the Parties hereto.
35. ENTIRETY- This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations, or agreements either oral or written.
36. ORDER OF PRECEDENCE - All Exhibits attached and listed below are incorporated in their entirety into, and form part of this Purchase Authorization and will have priority in the order listed.
- a. Pinellas County Purchase Authorization Agreement
 - b. Exhibit A Motorola “Software License Agreement”
 - c. Exhibit B Price Schedule
37. 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 County the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to County any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to County, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola’s Proprietary Rights. County will not modify, disassemble, peel components, de-compile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open-Source Software which is governed by the standard license of the copyright owner.

38. FORCE MAJEURE - "Force Majeure Event" means any act or event that (i) prevents a Party (the "Nonperforming Party") from performing its obligations or satisfying a condition to the other Party's (the "Performing Party") obligations under this Agreement, (ii) is beyond the reasonable control of and not the fault of the Nonperforming Party, and (iii) the Nonperforming Party has not, through commercially reasonable efforts, been able to avoid or overcome. Force Majeure Event(s) do not include economic hardship, changes in market conditions or insufficiency of funds. If a Force Majeure Event occurs, the Nonperforming Party is excused from the performance and thereby prevented from satisfying any conditions precedent to the Performing Party's performance that cannot be satisfied, in each case to the extent limited or prevented by the Force Majeure Event. The Nonperforming Party must promptly notify the Performing Party upon the occurrence of a Force Majeure Event. When the Nonperforming Party is able to resume its performance or satisfy the conditions precedent to the Performing Party's obligations, the Nonperforming Party will resume performance under this Agreement without undue delay. Each Party will use commercially reasonable efforts to mitigate the effect of a Force Majeure Event

Signature Page Follows

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year as written.

PINELLAS COUNTY, a political subdivision of the

State of Florida

Motorola Solutions, Inc.

By: 

By:  Daniel Sanchez
Digitally signed by Daniel Sanchez
Date: 2022.08.26 13:56:01 -04'00'

Signature

Signature

Barry Burton

Daniel Sanchez

Print Name

Print Name

County Administrator

Territory Vice President

Title

Title

September 19, 2022

08/26/2022

Date

Date

APPROVED AS TO FORM

By: 
Office of the County Attorney

EXHIBIT A

MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and Pinellas County, a political subdivision of the State of Florida ("Licensee").

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

Section 1 DEFINITIONS

- 1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.
- 1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation, and training manuals for the Software (including all physical or electronic media upon which such information is provided).
- 1.3 "Open-Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.
- 1.4 "Open-Source Software License" means the terms or conditions under which the Open-Source Software is licensed.
- 1.5 "Primary Agreement" means the agreement to which this exhibit is attached.
- 1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated, or stolen or the system damaged.
- 1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de- compilations, disassembles, 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 proprietary software and affiliated 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; and (ii) identify the Open-Source Software (or specify where that license may be found).

3.3. INTENTIONALLY LEFT BLANK

3.4 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.

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 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, disassembly's, 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. Unless otherwise stated in the Primary Agreement, 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. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.

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

6.3. Warranty claims are described in the Primary Agreement.

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

Section 7 TRANSFERS

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

Section 8 TERM AND TERMINATION

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

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

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 COMMERCIAL COMPUTER SOFTWARE

9.1 This Section 9 only applies to U.S. Government end users. The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.

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.

13.4 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.

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

**EXHIBIT B
GOODS PRICE SCHEDULE**

Category	Part Number	Description	Unit List	Discount	Sale Price
Category 1.1 Radio: Single-Band Portable Radio (P25) APX900					
	H92UCF9PW6AN	APX900 7/800 MODEL 2	\$1,898.00	27%	\$1,385.54
	QA04096	P25 TRUNKING	\$1,177.00	27%	\$859.21
	QA06653	AES 256 SW ENCRYPTION	\$358.00	27%	\$261.34
Category 1.1 Radio: Single-Band Portable Radio (P25) APX900 Warranty Options					
	H885	3 YEAR ESSENTIAL SERVICE	\$95.00	0%	\$95.00
	Q887	5 YEAR ESSENTIAL SERVICE	\$170.00	0%	\$170.00
Category 1.1 Radio: Single-Band Portable Radio (P25) APX6000					
	H98UCF9PW6BN	APX6000 700/800 MODEL 2.5 PORTABLE	\$3,595.00	27%	\$2,624.35
	Q361	P25 9600 BAUD TRUNKING	\$330.00	27%	\$240.90
	H38	ADD: SMARTZONE OPERATION	\$1,320.00	27%	\$963.60
	Q806	ASTRO DIGITAL	\$567.00	27%	\$413.91
	Q629	AES ENCRYPTION	\$523.00	27%	\$381.79
Category 1.1 Radio: Single-Band Portable Radio (P25) APX6000 Warranty Options					
	Q58	3 YEAR ESSENTIAL SERVICE	\$121.00	0%	\$121.00
	Q887	5 YEAR ESSENTIAL SERVICE	\$227.00	0%	\$227.00
Category 1.2 Radio: Single-Band Mobile Radio (P25) APX1500					
	M36URSPW1BN	APX1500 ENHANCED 7/800 MHZ MOBILE	\$1,858.00	27%	\$1,356.34
	GA01547	AES 256 SW ENCRYPTION	\$523.00	27%	\$381.79
	GA00235	NO GPS ANTENNA	\$0.00	27%	\$0.00
	G66	DASH MOUNT O2	\$138.00	27%	\$100.74
	B18	AUXILIARY SPEAKER 7.5W NON WATER	\$66.00	27%	\$48.18
	GA00804	O2 CONTROL HEAD	\$541.00	27%	\$394.93
	G89	NO RF ANTENNA	\$0.00	27%	\$0.00
	GA01339	P25 TRUNKING	\$1,177.00	27%	\$859.21
	G444	CONTROL HEAD SOFTWARE	\$0.00	27%	\$0.00
	W22	STANDARD PALM MICROPHONE	\$79.00	27%	\$57.67
Category 1.2 Radio: Single-Band Mobile Radio (P25) APX1500 Warranty Options					
	G24	3 YEAR ESSENTIAL SERVICE	\$145.00	0%	\$145.00
	GA00318	5 YEAR ESSENTIAL SERVICE	\$271.00	0%	\$271.00
Category 1.2 Radio: Single-Band Mobile Radio (P25) APX6500					
	M25URSPW1BN	APX6500 ENHANCED 7/800 MHZ MOBILE	\$3,253.00	27%	\$2,374.69
	G66	DASH MOUNT	\$138.00	27%	\$100.74

G51	SMARTZONE	\$1,320.00	27%	\$963.60
GA01606	NO GPS ANTENNA	\$0.00	27%	\$0.00
B18	AUXILIARY SPEAKER 7.5W NON WATER	\$66.00	27%	\$48.18
G843	AES ENCRYPTION	\$523.00	27%	\$381.79
G89	NO RF ANTENNA	\$0.00	27%	\$0.00
G444	CONTROL HEAD SOFTWARE	\$0.00	27%	\$0.00
G806	ASTRO DIGITAL	\$567.00	27%	\$413.91
GA01670	APX E5 CONTROL HEAD	\$717.00	27%	\$523.41
W22	STANDARD PALM MICROPHONE	\$79.00	27%	\$57.67
G361	P25 TRUNKING	\$330.00	27%	\$240.90

Category 1.2 Radio: Single-Band Mobile Radio (P25) APX6500 Warranty Options

G78	3 YEAR ESSENTIAL SERVICE	\$176.00	0%	\$145.00
GA00318	5 YEAR ESSENTIAL SERVICE	\$352.00	0%	\$271.00

Category 1.3 Radio: Single-Band Desktop Radio (P25) APX1500

M36URS9PW1BN	APX1500 ENHANCED 7/800 MHZ MOBILE	\$1,858.00	27%	\$1,356.34
GA01547	AES 256 SW ENCRYPTION	\$523.00	27%	\$381.79
GA00235	NO GPS ANTENNA	\$0.00	27%	\$0.00
G66	DASH MOUNT O2	\$138.00	27%	\$100.74
G142	NO SPEAKER	\$0.00	27%	\$0.00
GA00804	O2 CONTROL HEAD	\$541.00	27%	\$394.93
G89	NO RF ANTENNA	\$0.00	27%	\$0.00
GA01339	P25 TRUNKING	\$1,177.00	27%	\$859.21
G444	CONTROL HEAD SOFTWARE	\$0.00	27%	\$0.00
W382	CONTROL STATION DESK MIC	\$186.00	27%	\$135.78
W665	BASE STATION OP	\$77.00	27%	\$56.21

Category 1.3 Radio: Single-Band Desktop Radio (P25) APX1500 Warranty Options

G24	3 YEAR ESSENTIAL SERVICE	\$145.00	0%	\$145.00
GA00318	5 YEAR ESSENTIAL SERVICE	\$271.00	0%	\$271.00

Category 1.4 Radio: Multi-Band Portable Radio (P25) APX8000

H91TGD9PW5AN	APX8000 7/800 MODEL 1.5	\$6,863.00	27%	\$5,009.99
Q806	ASTRO DIGITAL	\$567.00	27%	\$413.91
Q361	P25 TRUNKING	\$330.00	27%	\$240.90
H38	SMARTZONE	\$1,650.00	27%	\$1,204.50
Q629	AES	\$523.00	27%	\$381.79

Category 1.4 Radio: Multi-Band Portable Radio (P25) APX8000 Warranty Options				
Q58	3 YEAR ESSENTIAL SERVICE	\$121.00	0%	\$145.00
Q887	5 YEAR ESSENTIAL SERVICE	\$227.00	0%	\$271.00
Category 1.4 Radio: Multi-Band Portable Radio (P25) APXNEXT Device				
H55TG9PW8AN	APX NEXT	\$8,241.00	27%	\$6,015.93
H38	SMARTZONE	\$1,650.00	27%	\$1,204.50
Q806	ASTRO DIGITAL	\$567.00	27%	\$413.91
Q629	AES	\$523.00	27%	\$381.79
Q361	P25 TRUNKING	\$330.00	27%	\$240.90
Category 1.4 Radio: Multi-Band Portable Radio (P25) APX NEXT Warranty Options				
LSV01501414	3 YEAR ESSENTIAL SERVICE	\$162.00	0%	\$145.00
LSV01501414	5 YEAR ESSENTIAL SERVICE	\$324.00	0%	\$271.00
Category 1.5 Radio: Multi-Band Mobile Radio (P25) APX8500				
M37TSS9PW1AN	APX8500 MP MOBILE	\$5,667.00	27%	\$4,136.91
G66	DASH MOUNT	\$138.00	27%	\$100.74
G51	SMARTZONE	\$1,650.00	27%	\$1,204.50
GA01606	NO GPS ANTENNA	\$0.00	27%	\$0.00
B18	AUXILIARY SPEAKER 7.5W NON WATER	\$66.00	27%	\$48.18
G843	AES ENCRYPTION	\$523.00	27%	\$381.79
G89	NO RF ANTENNA	\$0.00	27%	\$0.00
G444	APX CONTROL HEAD SOFTWARE	\$0.00	27%	\$0.00
GA01517	NO ADAPTER CABLE	\$0.00	27%	\$0.00
GA01670	E5 CONTROL HEAD	\$717.00	27%	\$523.41
W22	STANDARD PALM MICROPHONE	\$79.00	27%	\$57.67
G361	P25 TRUNKING SOFTWARE	\$330.00	27%	\$24.09
G806	ASTRO DIGITAL	\$567.00	27%	\$413.91
Category 1.5 Radio: Multi-Band Mobile Radio (P25) APX8500 Warranty Options				
G87	3 YEAR ESSENTIAL SERVICE	\$176.00	0%	\$176.00
GA00318	5 YEAR ESSENTIAL SERVICE	\$352.00	0%	\$271.00
Category 1.6 Radio: Multi-Band Desktop Radio (P25) APX8500				
M37TSS9PW1AN	APX8500 MP MOBILE	\$5,667.00	27%	\$4,136.91
W665	BASE STATION OP	\$77.00	27%	\$4,136.91
G66	DASH MOUNT	\$138.00	27%	\$100.74
G51	SMARTZONE	\$1,650.00	27%	\$1,204.50

GA00235	NO GPS ANTENNA	\$0.00	27%	\$0.00
G142	NO SPEAKER	\$0.00	27%	\$48.18
G843	AES ENCRYPTION	\$523.00	27%	\$381.79
G89	NO RF ANTENNA	\$0.00	27%	\$0.00
G444	APX CONTROL HEAD SOFTWARE	\$0.00	27%	\$0.00
GA01517	NO ADAPTER CABLE	\$0.00	27%	\$0.00
GA01670	E5 CONTROL HEAD	\$717.00	27%	\$523.41
W382	CONTROL STATION DESK MIC	\$186.00	27%	\$57.67
G361	P25 TRUNKING SOFTWARE	\$330.00	27%	\$24.09
G806	ASTRO DIGITAL	\$567.00	27%	\$413.91

Category 1.6 Radio: Multi-Band Desktop Radio (P25) APX8500 Warranty Options

G87	3 YEAR ESSENTIAL SERVICE	\$176.00	0%	\$176.00
GA00318	5 YEAR ESSENTIAL SERVICE	\$352.00	0%	\$271.00

Category 1.7 Base Station Repeater

T7039	GTR8000 BASE RADIO	\$0.00	20%	\$0.00
CA00719	ASTRO SYSTEM RELEASE	\$0.00	20%	\$0.00
X530	VHF BAND	\$6,300.00	20%	\$5,040.00
X591	ASTRO 25 SITE REPEATER SW	\$21,760.00	20%	\$17,408.00

Category 2.1 Radio: Narrow Band Portable, Non P25

H84UCD9PW5AN	APX1000	\$1,391.00	27%	\$1,015.43
QA04097	CONVENTIONAL	\$385.00	27%	\$281.05
Q667	ADP	\$0.00	27%	\$0.00

Category 2.1 Radio: Narrow Band Portable, Non P25 Warranty Options

H885	3 YEAR ESSENTIAL SERVICE	\$95.00	0%	\$95.00
Q887	5 YEAR ESSENTIAL SERVICE	\$170.00	0%	\$170.00

Category 2.2 Radio: Narrow Band Mobile, Non P25

M36URS9PW1BN	APX1500 ENHANCED 7/800 MHZ MOBILE	\$1,858.00	27%	\$1,356.34
G193	ADP	\$0.00	27%	\$0.00
GA00235	NO GPS ANTENNA	\$0.00	27%	\$0.00
G66	DASH MOUNT O2	\$138.00	27%	\$100.74
B18	AUXILIARY SPEAKER 7.5W NON WATER	\$66.00	27%	\$48.18
GA00804	O2 CONTROL HEAD	\$541.00	27%	\$394.93
G89	NO RF ANTENNA	\$0.00	27%	\$0.00
Q811	CONVENTIONAL	\$811.00	27%	\$592.03

G444	CONTROL HEAD SOFTWARE	\$0.00	27%	\$0.00
W22	STANDARD PALM MICROPHONE	\$79.00	27%	\$57.67

Category 2.2 Radio: Narrow Band Mobile, Non P25 Warranty Options

G24	3 YEAR ESSENTIAL SERVICE	\$145.00	0%	\$145.00
GA00318	5 YEAR ESSENTIAL SERVICE	\$271.00	0%	\$271.00

Category 2.3 Radio: Narrow Band Desktop Radio Non P25 APX1500

M36JRS9PW1BN	APX1500 ENHANCED 7/800 MHZ MOBILE	\$1,858.00	27%	\$1,356.34
G193	ADP	\$0.00	27%	\$0.00
GA00235	NO GPS ANTENNA	\$0.00	27%	\$0.00
G66	DASH MOUNT O2	\$138.00	27%	\$100.74
G142	NO SPEAKER	\$0.00	27%	\$0.00
GA00804	O2 CONTROL HEAD	\$541.00	27%	\$394.93
G89	NO RF ANTENNA	\$0.00	27%	\$0.00
Q811	CONVENTIONAL	\$811.00	27%	\$592.03
G444	CONTROL HEAD SOFTWARE	\$0.00	27%	\$0.00
W382	CONTROL STATION DESK MIC	\$186.00	27%	\$135.78
W665	BASE STATION OP	\$77.00	27%	\$56.21

Category 2.3 Radio: Narrow Band Desktop Radio Non P25 APX1500 Warranty Options

G24	3 YEAR ESSENTIAL SERVICE	\$145.00	0%	\$145.00
GA00318	5 YEAR ESSENTIAL SERVICE	\$271.00	0%	\$271.00

Category 2.4 Base Station Repeater

T7039	GTR8000 BASE RADIO	\$0.00	20%	\$0.00
CA00719	ASTRO SYSTEM RELEASE	\$0.00	20%	\$0.00
X530	VHF BAND	\$6,300.00	20%	\$5,040.00
CA01949	CONVENTIONAL	\$6,700.00	20%	\$5,360.00

Category 4 Dispatch Consoles

B1949	MCC 7500E SOFTWARE DVD	\$250.00	15%	\$212.50
B1948	MCC 7500E DISPATCH POSITION LICENSE	\$0.00	15%	\$0.00
UA00249AA	ADD: 15 RADIO RESOURCES LICENSE	\$3,675.00	15%	\$3,123.75
UA00655AA	ADD: ADVANCED CONVENTIONAL OPERATIO	\$3,960.00	15%	\$3,366.00
UA00653AA	ADD: BASIC CONSOLE OPERATION	\$5,280.00	15%	\$4,488.00
UA00661AA	ADD: ENHANCED IRR	\$3,000.00	15%	\$2,550.00
UA00657AA	ADD: TELEPHONY OPERATION	\$1,200.00	15%	\$1,020.00
B1941	USB AUDIO INTERFACE MODULE	\$1,900.00	15%	\$1,615.00

TT3903A	Z2 G5 MINI WORKSTATION NON RETURNAB				15%	\$2,125.00
T7885	MCAFFEE WINDOWS AV CLIENT		\$165.00		15%	\$140.25
T7449	WINDOWS SUPPLEMENTAL TRANS CONFIG		\$50.00		15%	\$42.50
Category Radio System Solutions Conventional Sample						
T7039	GTR 8000 Base Radio		\$0.00		20%	\$0.00
CA00719AA	ADD: ASTRO SYSTEM RELEASE 2019.2		\$0.00		20%	\$0.00
CA01948AA	ADD: DIGITAL CONVENTIONAL SOFTWARE		\$12,500.00		20%	\$10,000.00
X153AW	ADD: RACK MOUNT HARDWARE		\$50.00		20%	\$40.00
X530BG	ADD: VHF (136-174 MHZ)		\$6,300.00		20%	\$5,040.00
T7039	GTR 8000 Base Radio		\$0.00		20%	\$0.00
CA00719AA	ADD: ASTRO SYSTEM RELEASE 2019.2		\$0.00		20%	\$0.00
CA01948AA	ADD: DIGITAL CONVENTIONAL SOFTWARE		\$12,500.00		20%	\$10,000.00
X153AW	ADD: RACK MOUNT HARDWARE		\$50.00		20%	\$40.00
X530BG	ADD: VHF (136-174 MHZ)		\$6,300.00		20%	\$5,040.00
T7039	GTR 8000 Base Radio		\$0.00		20%	\$0.00
CA00719AA	ADD: ASTRO SYSTEM RELEASE 2019.2		\$0.00		20%	\$0.00
CA01948AA	ADD: DIGITAL CONVENTIONAL SOFTWARE		\$1,250.00		20%	\$1,000.00
X153AW	ADD: RACK MOUNT HARDWARE		\$50.00		20%	\$40.00
X530BG	ADD: VHF (136-174 MHZ)		\$6,300.00		20%	\$5,040.00
T7039	GTR 8000 Base Radio		\$0.00		20%	\$0.00
CA00719AA	ADD: ASTRO SYSTEM RELEASE 2019.2		\$0.00		20%	\$0.00
CA01948AA	ADD: DIGITAL CONVENTIONAL SOFTWARE		\$12,500.00		20%	\$10,000.00
X153AW	ADD: RACK MOUNT HARDWARE		\$50.00		20%	\$40.00
X530BG	ADD: VHF (136-174 MHZ)		\$6,300.00		20%	\$5,040.00
T7039	GTR 8000 Base Radio		\$0.00		20%	\$0.00
CA00719AA	ADD: ASTRO SYSTEM RELEASE 2019.2		\$0.00		20%	\$0.00
CA01948AA	ADD: DIGITAL CONVENTIONAL SOFTWARE		\$12,500.00		20%	\$10,000.00
X153AW	ADD: RACK MOUNT HARDWARE		\$50.00		20%	\$40.00
X530BG	ADD: VHF (136-174 MHZ)		\$6,300.00		20%	\$5,040.00
DSDS4345D4B	DS4345D-4-B, 148-160MHZ 4 CH TX COM		\$15,024.00		10%	\$13,521.60
DSDSRMC0608AA	RMC06, 8 CH HIGH GAIN AMP UNIV RMC		\$3,624.00		10%	\$3,261.60
DSMWF1BUN	137-174MHZ UNI WINDOW MILLED FILTER		\$3,611.00		10%	\$3,249.90
DSDS1F00P36UM	150-164 MHZ, VHF ANTENNA, OMNIDIREC		\$1,980.00		10%	\$1,782.00
DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50		\$2.20		10%	\$1.98
DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WI		\$35.25		10%	\$31.73
DSNMA01250B	N MALE FOR 1/2 CABLE (USE WITH CT01		\$25.25		10%	\$22.73
DSVHF50DMAPGR	RF SPD, 100-512MHZ, DC BLOCK HIGH P		\$166.00		10%	\$149.40
SQM01SUM0237	SINGLE ZONE CONV NON-RED CORE		\$24,950.00		20%	\$19,960.00
CA01663AB	ADD: RACK		\$495.00		20%	\$396.00

CA01896AB	ADD: BACKHAUL SWITCH	\$2,250.00	20%	\$1,800.00
SQM01SUM0205	GGM 8000 GATEWAY	\$5,250.00	15%	\$4,462.50
CA01616AA	ADD: AC POWER	\$0.00	15%	\$0.00
CA02141AA	ADD: LOW DENSITY ENH CONV GATEWAY	\$3,000.00	15%	\$2,550.00
DS430501A04SH	SHORT HAUL CONTROL STATION COMBINER	\$1,638.00	10%	\$1,474.20
DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50	\$2.20	10%	\$1.98
DSIS50NXC2MA	RF SPD, 125-1000MHZ DC BLOCK FLANGE	\$73.00	10%	\$65.70
DSNMA01250B	N MALE FOR 1/2 CABLE (USE WITH CT01	\$35.25	10%	\$31.73
DSNFA01250B	N FEMALE FOR 1/2 CABLE (USE WITH CT	\$35.25	10%	\$31.73
DSDS1X00CS36UN	148-174MHZ UNITY GAIN CONTROL STATI	\$1,237.00	10%	\$1,113.30

Category Radio System Solutions Trunking Sample

SQM01SUM7054	GTR 8000 EXPANDABLE SITE SUBSYSTEM	\$6,000.00	20%	\$4,800.00
CA00303AA	ADD: QTY (1) SITE CONTROLLER	\$2,500.00	20%	\$2,000.00
CA00719AA	ADD: ASTRO SYSTEM RELEASE 2019.2	\$0.00	20%	\$0.00
CA01402AA	ADD: 7.0 FT OPEN RACK	\$495.00	20%	\$396.00
CA01431AA	ADD: ASTRO 25 EXPRESS SYSTEM SITE	\$7,500.00	20%	\$6,000.00
CA02686AA	ADD: AC DC POWER DISTRIBUTION	\$0.00	20%	\$0.00
X304AE	ADD: QTY (4) GTR 8000 BASE RADIOS	\$23,600.00	20%	\$18,880.00
X591AE	ENH: ASTRO 25 SITE REPEATER SW	\$21,760.00	20%	\$17,408.00
X530BG	ADD: VHF (136-174 MHZ)	\$6,300.00	20%	\$5,040.00
DSDSRMC0608AA	RMC06, 8 CH HIGH GAIN AMP UNIV RMC	\$3,624.00	10%	\$3,261.60
DSDS4345D4B	DS4345D-4-B, 148-160MHZ 4 CH TX COM	\$15,024.00	10%	\$13,521.60
DSDS1F00P36UM	150-164 MHZ, VHF ANTENNA, OMNIDIREC	\$1,980.00	10%	\$1,782.00
DSMWF1BUN	137-174MHZ UNI WINDOW MILLED FILTER	\$3,611.00	10%	\$3,249.90
DSVHF50DMAPGR	RF SPD, 100-512MHZ, DC BLOCK HIGH P	\$189.00	10%	\$170.10
DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50	\$2.00	10%	\$1.80
DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WI	\$35.25	10%	\$31.73
DSNMA01250B	N MALE FOR 1/2 CABLE (USE WITH CT01	\$35.25	10%	\$31.73
SQM01SUM0237	SINGLE ZONE CONV NON-RED CORE	\$24,950.00	20%	\$19,960.00
CA01663AB	ADD: RACK	\$495.00	20%	\$396.00
CA01896AB	ADD: BACKHAUL SWITCH	\$2,250.00	20%	\$1,800.00
SQM01SUM0205	GGM 8000 GATEWAY	\$5,250.00	10%	\$4,725.00
CA01616AA	ADD: AC POWER	\$0.00	10%	\$0.00
CA02141AA	ADD: LOW DENSITY ENH CONV GATEWAY	\$3,000.00	10%	\$2,700.00

DS430501A04SH	SHORT HAUL CONTROL STATION COMBINER	\$1,638.00	10%	\$1,474.20
DSAT012150	AT012150, 1/2" TRANSMISSION LINE,50	\$2.00	10%	\$1.80
DSIS50NXC2MA	RF SPD, 125-1000MHZ DC BLOCK FLANGE	\$73.00	10%	\$65.70
DSNMA01250B	N MALE FOR 1/2 CABLE (USE WITH CT01	\$35.25	10%	\$31.73
DSNFA01250B	N FEMALE FOR 1/2 CABLE (USE WITH CT	\$35.25	10%	\$31.73
DSDS1X00CS36UN	148-174MHZ UNITY GAIN CONTROL STATI	\$1,237.00	10%	\$1,113.30

Services

Consultation	\$ 240.00	Per hour
Project Management	\$ 240.00	Per hour
Impementation	\$ 240.00	Per hour
Installation	\$ 240.00	Per hour
Configuration/Desgin	\$ 240.00	Per hour
Radio Programming	\$ 240.00	Per hour
Product Recycling/Buy Back	No Cost	
Training	\$ 320.00	Per hour
Maintenance/Repair	\$ 240.00	Per hour
Encryption (AES-256 software upgrade, single-key	\$ 135.00	Per hour
Encryption (AES-256 software upgrade, multi-key	\$ 145.00	Per hour
Customer Service Support, regular business hours	\$ 240.00	Per hour
Customer Service Support, after-hours business hours	\$ 240.00	Per hour
Technical Support, regular business hours	\$ 240.00	Per hour
Technical Support, after-hours	\$ 240.00	Per hour
Other (Cybersecurity, Microwave propration Study, Essential Services, Premier offerings, etc.)	\$ 240.00	Per hour

Additional Items

APX Radio Software Features and Accessories	27% Discount off List
Alternative APX Radio Single or Multi-Band Radio	27% Discount off List
GTR8000 Base Station Software Features and Accessories	20% Discount off List
MCC7500 Console Software Features and Accessories	15% Discount off List
Conventional and Trunked Radio System Network Management, Data, and Interoperability Applications	20% Discount off List
Conventional and Trunked Radio System Combiner and Antenna Systems	10% Discount off List