Application Services Agreement
For
Motorola's Asset Management Solution

Provided for: Williamson County, TX

Application Services Agreement
Asset Management Solution

Motorola, Inc. ("Motorola"), and <u>Williamson County Emergency Services</u>, located at <u>303 Martin Luther King, Georgetown,</u> <u>TX 78626, acting by and through Williamson County, Texas, a political subdivision of the State of Texas</u> ("Customer") enter into this "Agreement," pursuant to which Customer will purchase, and Motorola will sell, the Solution 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 – End User License Agreement
Exhibit B – Summary Statement of Work ("SOW")
Exhibit C – Final Solution Pricing

Section 2   DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

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

2.2.   "Contract Price" means the price for the Software, Professional Services, Equipment and/or Support & Maintenance as set forth in Exhibit C - Final Solution Pricing, excluding applicable sales or similar taxes and freight charges (if applicable).

2.3.   "Deliverable(s)" means Software, Professional Services and Equipment as identified in the Statement of Work.

2.4.   "Documentation" means, in a format as mutually agreed, the user guide, compilation instructions, documents, manuals and computer-readable files, regarding the installation, use, operations, functionality, troubleshooting and other technical information sufficient to use the Deliverables.

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

2.6.   "Enhancement" means any material addition to the performance or functionality of the Software that is not simply the correction of an error.

2.7.   "Equipment" means the physical hardware/equipment listed in the Final Solution Pricing that Customer purchases from Motorola under this Agreement.

2.8.   "Final Solution Pricing" means the final solution summary description and the associated pricing for such Solution which has been agreed upon by both Parties.

2.9.   "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).

2.10.   "Go-Live" means the date upon which the Software component of the Solution is installed and the Equipment and Professional Services have been delivered to the Customer by Motorola.

2.11.   "Object Code" means computer-programming code in machine-readable form.

2.12.   "Open Source Software" (also called "freeware" or "shareware") means software that has its underlying source code freely available to evaluate, copy, and modify.

2.13. "Professional Services" means all services provided by Motorola to the Customer for the express purpose of installation and deployment of the Solution.

2.14. "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 its subcontractor(s) or another party.

2.15. "Software" means Object Code for the software products supplied to Customer by Motorola.

2.16. "Solution" means that combination of Deliverables consisting of Software, Professional Services, Equipment and Support & Maintenance that has been mutually scoped and defined scoped and between and among the Customer and Motorola.

2.17. "Support & Maintenance" means those software and technical support services provided by Motorola or its subcontractor(s) after the Go-Live date in accordance with Section 2 of Exhibit B.

2.18. "Update" means any change or addition to the Object Code or Documentation to correct errors, support new or revised operating systems, support new input/output devices, or provide error corrections.

2.19. "Upgrade" means any modification or revision to the Software that warrants a new revision number (x.0) in accordance with industry practices.

2.20. "Warranty Period" means one (1) year from the Go-Live date.

Section 3   SOLUTION IMPLEMENTATION

Motorola or its subcontractor(s) will provide the Solution in accordance with the Technical Specifications and Implementation Plan ("TSIP"), which will be mutually assembled and agreed-upon by the respective technical personnel and/or designated project managers of each Party. A summary of the TSIP is provided in Exhibit B of this Agreement. The TSIP may include, among other technical verbiage: project timelines, implementation methodologies and tasks, data conversion, formatting and integrity, configuration tasks, performance schedules, milestone achievements, technical specifications, systems, connectivity and hardware requirements and protocols, training schedules, testing methodologies, specific tasks and requirements of each Party, personnel requirements of each Party, anticipated scheduling conflicts, required security clearances, and other technical and implementation protocols. Activities contained in the TSIP will be mutually-agreed upon and managed by the designated and/or appropriate managers of each Party.

Section 4   SCOPE OF AGREEMENT AND TERM

Motorola or its subcontractor(s) will provide and install the Solution, and perform its other contractual responsibilities, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

4.1. SOFTWARE, PROFESSION

AL SERVICES AND EQUIPMENT. Motorola's obligations to deliver Software, Professional Services and Equipment are specifically set forth in the Summary Statement of Work (Exhibit B) and the Technical Specifications and Implementation Plan. The software, including any subsequent releases, is licensed to Customer in accordance with the End User License Agreement (Exhibit A).

4.1.1 Acceptance of the Software will occur upon the earlier of the Go-Live date or Customer's use of the Software for their operational purposes.

4.2. SUPPORT & MAINTENANCE. Post Go-Live implementation Support & Maintenance will be delivered in accordance with the Statement of Work.

4.2.1. Term of Support & Maintenance: Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties; if Go-Live occurs any time during and up to the 10th day of the Go-Live month, then the term will continue through the last day of month preceding the first anniversary month of Go-Live, or if Go-Live occurs on any day after the 10th day through the last day of the Go-Live month, then the term will continue through the last day of the first anniversary month after Go-Live ("Support & Maintenance Period").

4.2.1.1 Customer may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Motorola. In the event of such termination, it is understood and agreed that only the amounts due to Motorola for goods, commodities and/or services provided and expenses incurred to and including the

date of termination, will be due and payable. No penalty will be assessed for County's termination of this Agreement for convenience.

4.2.2 Upon the expiration of the first Support & Maintenance Period, the Support & Maintenance Period will automatically renew for successive one (1) year periods unless either Party notifies the other of its intention to not renew the Agreement (in whole or part) not less than sixty (60) days before the anniversary date or this Agreement is terminated for default by a party.

4.2.3. This Agreement covers all licensed copies and/or users of the delivered Software. Motorola may adjust the price of the maintenance and support services effective as of a renewal if it provides to Customer notice of the price adjustment at least sixty (60) days before the expiration of the annual Support & Maintenance period. If Customer notifies Motorola of its intention not to renew this Agreement as permitted by Section 4.2.2 and later wishes to reinstate this Agreement, it may do so with Motorola's consent provided: (a) Customer pays to Motorola 50% of the amount that it would have paid if Customer had kept this Agreement current plus a reinstatement surcharge of 20% of the foregoing amount, and (b) all copies of the specified Software listed in the Description of Covered Products are covered.

4.2.4. All Customer requests for covered Support & Maintenance services will be made initially through the call center following the process identified in the Statement of Work.

4.2.5. Motorola or its subcontractor(s) will provide Customer with Support & Maintenance as follows:

(i) Motorola will provide Support & Maintenance services during the period in accordance with Section 2 of Exhibit B. Any Support & Maintenance services that are performed by Motorola outside those services defined in Exhibit B shall be billed at the then current hourly rates. Support & Maintenance services will be to investigate specifics about the functioning of covered Products to determine whether there is a defect in the Software or Equipment and will not be used in lieu of training for the Software Solution.

(ii) Motorola or its subcontractor(s) will provide to Customer periodic Enhancements and Updates, but Customer must pay for all additional license fees, any installation or other services, and any necessary Equipment in connection with such Updates. Any services will be performed in accordance with a mutually agreed upon schedule.

(iii) Motorola does not warrant that an Enhancement or Update will meet Customer's particular requirement, operate in the combinations that Customer will select for use, be uninterrupted or error-free, be backward compatible, or that all errors will be corrected. Full compatibility of an Enhancement or Update with the capabilities and functions of earlier versions of the Software may not be technically feasible. If it is technically feasible, services to integrate these capabilities and functions to the updated or upgraded version of the Software may be purchased at Customer's request on a time and materials basis at Motorola's then current rates for professional services.

(iv) Motorola's responsibilities under this Agreement to provide Support & Maintenance services shall be limited to current supported releases.

4.2.6 The Support & Maintenance services described in this Agreement are the only covered services. The following Support & Maintenance services are specifically excluded and Motorola shall not be responsible for:

(i) Any service work required due to incorrect or faulty operational conditions, including, but not limited to Equipment which may house the Software application and/or database.

(ii) The repair or replacement of Equipment resulting from failure of the Customer's facilities, Customer's personal property and/or devices housing the Software Application or database.

(iii) The repair or replacement of Equipment that has become defective or damaged due to physical or chemical misuse or abuse, Customer's negligence, or from causes such as lightning, power surges, or liquids.

(iv) Any transmission medium, such as telephone lines, computer networks, or the worldwide web, or for Equipment malfunction caused by such transmission medium.

(v) Accessories, custom products; modified units, or modified Software.

(vi) The repair or replacement of parts resulting from the tampering by persons unauthorized by Motorola or the failure of the Software due to extraordinary uses.

(vii) Operation and/or functionality of Customer's personal property, equipment, and/or peripherals and any application software not provided by Motorola.

(viii) Services directly related to the removal, relocation, or reinstallation of the Software or database or any component thereof.

(ix) Services to diagnose technical issues caused by the installation of unauthorized components or misuse of the Software.

(x) Services to diagnose malfunctions or inoperability of the Software caused by changes, additions, enhancements, or modifications in the Customer's platform or in the Software.

(xi) Services to correct errors found to be caused by Customer-supplied data, machines, or operator failure.

(xii) Operational supplies, including but not limited to, printer paper, printer ribbons, toner, photographic paper, magnetic tapes and any supplies in addition to that delivered with the Software Application; battery replacement for uninterruptible power supply (UPS); office furniture including chairs or workstations.

(xiii) Third-party software.

(xiv) Support of any interface(s) beyond Motorola-provided port or cable, or any services that are necessary because third party hardware, software or supplies fail to conform to the specifications concerning the Software.

(xv) Services related to customer's failure to back up its data or failure to use an UPS system to protect against power interruptions.

(xvi) Any design consultation such as, but not limited to, configuration analysis, consultation with Customer's third-party provider(s), and analysis for modifications or Upgrades.

4.2.7 The Customer hereby agrees to:

(i) Maintain any and all electrical and physical environments in accordance with the Software's specifications.

(ii) Provide standard industry precautions (e.g. back-up files) ensuring database security, per Motorola's recommended backup procedures.

(iii) Ensure System accessibility, which includes physical access to buildings as well as remote electronic access. Remote access can be stipulated and scheduled with customer; however, remote access is required and will not be substituted with on-site visits if access is not allowed or available.

(iv) Appoint one or more qualified employees to perform Software administration duties, including acting as a primary point of contact to Motorola's Customer Support organization for reporting and verifying problems, and performing appropriate backups. At least one member of the Software administrators group should have completed end-user training and Software administrator training (if available). The combined skills of this Software administrators group should include proficiency with: the Software, the system platform upon which the Software applications operate, the operating system, database administration, network capabilities such as backing up, updating, adding, and deleting user information, and the client, server and stand alone personal computer hardware. The Software administrator shall make all reasonable efforts to duplicate and verify problems. Customer agrees to use reasonable efforts to ensure that all problems are reported and verified by the Software administrator before reporting them to Motorola. Customer shall assist Motorola or its subcontractor(s) in determining that errors are not the product of the operation of an external system, data links between system, or network administration issues. If a Severity Level 1 or 2 problem occurs, any Customer representative may contact Motorola's Customer Support Center by telephone, but the Software administrator must follow up with Motorola's Customer Support as soon as practical thereafter.

(v) Permit and cooperate with Motorola or its subcontractor(s) so that Motorola or its subcontractor(s) may periodically conduct audits of Customer's records and operations pertinent to the Software, and usage of Software. If the results of any such audit indicate that price has been understated, Motorola may correct the price and immediately invoice Customer for the difference (as well as any unpaid but owing license fees). Motorola will limit the number of audits to no more than one (1) per year except Motorola may conduct quarterly audits if a prior audit indicated the price had been understated.

(vi) If Customer replaces, Upgrades, or modifies Equipment, or replaces, Upgrades, or modifies hardware or Software that interfaces with the covered Software, Motorola will have the right to adjust the price for the Support & Maintenance services to the appropriate current price for the new configuration.

(vii) Customer shall agree not to attempt or apply any update(s), alteration(s), or change(s) to the database Software without the prior approval of Motorola or its subcontractor(s).

4.3. 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.

Section 5   **CONTRACT PRICE, PAYMENT, AND INVOICING**

   5.1.   CONTRACT PRICE. The Contract Price in U.S. dollars is as set forth in Exhibit C.

   5.2.   INVOICING AND PAYMENT. Motorola will submit invoices to Customer according to Exhibit C. Except for a payment that is due on the Effective Date, 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. Interest charges for any late payments shall be paid by Customer in accordance with Texas Government Code Section 2251.025. Specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Customer's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. For Customer's reference, the Federal Tax Identification Number for Motorola, Inc. is 36-1115800. If Customer requests, Motorola may provide services outside the scope of this Agreement or after the termination or expiration of this Agreement and Customer agrees to pay for those services. These terms and conditions and the prices in effect at the time such services are rendered will apply to those services.

   5.3.   OWNERSHIP OF SOFTWARE. The right to use the Software is granted under a separate End User License Agreement (Exhibit A). At no time will the ownership or title of the Software be granted or conveyed to the Customer.

Section 6   **SITES AND SITE CONDITIONS**

   6.1.   ACCESS TO SITES. If Motorola or its subcontractor(s) is providing on-site installation or other on-site Professional Services, Customer will provide all necessary access to the work sites as reasonably requested by Motorola, or its subcontractor(s) so that it may perform its contractual obligations.

   6.2.   SITE CONDITIONS. If Motorola or its subcontractor(s) providing installation or other Professional Services at Customer's sites, Customer will ensure that these work sites are 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 Software and/or Equipment.

Section 7   **WARRANTY**

   7.1.   SOFTWARE WARRANTY. During the Warranty Period, Motorola warrants the Software in accordance with the terms of the End User License Agreement.

      7.1.1.   During the Warranty Period and during any subsequent period that Customer purchases Support & Maintenance services, Motorola or its subcontractor(s) will provide any Enhancements, Upgrades or Updates to the Customer that it generally makes available to Motorola's other customers. Once an Update, Upgrade or Enhancement is incorporated into the Software or Documentation, it will be considered part of the Software.

   7.2.   EQUIPMENT WARRANTIES. During the Warranty Period, Motorola warrants that the Equipment (if applicable) under normal use and service will be free from material defects in materials and workmanship.

   7.3.   EXTENDED SUPPORT & MAINTENANCE WARRANTY. Motorola warrants that post Warranty Period Support & Maintenance, if purchased, will be free of defects in materials and workmanship for a period of one (1) year from the date the performance of the services are competed,

   7.4.   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 Software or Equipment (if applicable), replace it with the same or equivalent product, or refund the price of the defective Software or Equipment. 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.

   7.5.   ORIGINAL CUTOMER IS COVERED. These express limited warranties are extended by Motorola to the original Customer purchasing the Software or Equipment for commercial, industrial, or governmental use only, and are not assignable or transferable.

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

Section 8   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 9   DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

9.1. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State in which the Solution is delivered.

9.2. NEGOTIATION. Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

9.3 MEDIATION. The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. , Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

9.4. LITIGATION, VENUE and JURISDICTION. If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Each Party irrevocably agrees to submit to the exclusive jurisdiction of such courts over any claim or matter arising under or in connection with this Agreement.

9.5. CONFIDENTIALITY. All communications pursuant to subsections 9.2 and 9.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 10   DEFAULT AND TERMINATION

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 or its subcontractor(s) 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.

Section 11   PATENT AND COPYRIGHT INFRINGEMENT INDEMNIFICATION

11.1. 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 (IF APPLICABLE) MANUFACTURED BY MOTOROLA OR THE SOFTWARE THAT MOTOROLA OWNS 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.

11.2. 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 Software; (b) replace or modify the Software so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Software and grant Customer a credit for the Software, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

11.3. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the Software not having been 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 Software; (c) Software 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 Software by a party other than Motorola or its subcontractor(s); (e) use of the Software in a manner for which the 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 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 Software.

11.4. This Section 11 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 11 are subject to and limited by the restrictions set forth in Section 12.

Section 12   LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, 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 the 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 SOFTWARE OR EQUIPMENT, 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.

Section 13   CONFIDENTIALITY AND PROPRIETARY RIGHTS

13.1. CONFIDENTIAL INFORMATION. During the term of this Agreement, the Parties may provide each other with Confidential Information. Each Party will: maintain the confidentiality of the other Party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing Party in writing or as required by a court of competent jurisdiction; restrict disclosure of the Confidential Information to its employees who have a "need to know" and not copy or reproduce the Confidential Information; take necessary and appropriate precautions to guard the confidentiality of the Confidential Information, including informing its employees who handle the Confidential Information that it is confidential and is not to be disclosed to others, but these precautions will be at least the same degree of care that the receiving Party applies to its own confidential information and will not be less than reasonable care; and use the such

Confidential Information only in furtherance of the performance of this Agreement. Confidential Information is and will at all times remain the property of the disclosing Party, and no grant of any proprietary rights in the Confidential Information is given or intended, including any express or implied license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by this Agreement.

13.2. PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS. Motorola, the copyright owner of the Software, and any third party manufacturer of any Equipment, own and retain all of their respective Proprietary Rights in the Software and Equipment, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola or its subcontractor(s) in connection with providing to Customer the Software, any Equipment, or related Professional Services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. 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, 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 14   GENERAL

14.1. 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 in accordance with Section 5.2 of this Agreement. Customer will be solely responsible for reporting the Equipment or Software for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

14.2. ASSIGNABILITY AND SUBCONTRACTING. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

14.3. 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.

14.4. 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.

14.5. 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.

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

14.7. 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.

14.8. ENTIRE AGREEMENT. This Agreement, including all Exhibits and the Technical Specifications and Implementation Plan, 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 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.

14.9. NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either delivered personally or sent; (i) in the case of the customer to the address found in the preamble of this Agreement, and (ii) in the case of Motorola to Motorola, Inc., 1301 E. Algonquin Road, SH5D, Schaumburg, Illinois 60196, Attn. Law Dept., Fax: (847) 576-0721 by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt.

14.10. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the Products.

14.11. TEXAS PUBLIC INFORMATION ACT. To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Customer, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to Customer as to whether or not the same are available to the public. It is further understood that Customer's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Customer, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to Customer by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

14.12. 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.

14.13. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Sections 5.1, 5.2, 5.3, 7.6, 9, 12, 13 and 14.

14.14 NO WAIVER OF IMMUNITIES. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Customer, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Customer does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

14.15 CUSTOMER'S RIGHT TO AUDIT. Motorola agrees that Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, except for Proprietary and Confidential Information, such as, but not limited to cost data, have access to and the right to examine and photocopy any and all books, documents, papers and records of Motorola which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Motorola agrees that Customer shall have access during normal working hours to all necessary Motorola facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Customer shall give Motorola reasonable advance notice of intended audits.

14.16 NON-APPROPRIATION AND FISCAL FUNDING. The obligations of the parties under this Agreement do not constitute a general obligation or indebtedness of either party for which such party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that Customer shall have the right to terminate this Agreement at the end of any Williamson County fiscal year if the governing body of Customer does not appropriate sufficient funds as determined by Customer's budget for the fiscal year in question. Customer may effect such termination by giving written notice of termination at the end of its then-current fiscal year. However, Customer represents that it has encumbered sufficient funds for this Agreement.

The parties hereby enter into this Application Services Agreement as of the Effective Date.

Motorola, Inc.

By: _____
(Signature)

Edward Fuerst
(Print Name)

Title: _MSSI Vice President_

Date: _6/22/10_

Williamson County Emergency Services

By: _____
(Signature)

Don D Gattis
(Print Name)

Title: _County Judge_

Date: _07-01-2010_

Exhibit A

END USER LICENSE AGREEMENT (SUBSCRIPTION)

THIS END USER LICENSE AGREEMENT ("EULA" or "License"), dated the ____ day of _____ 2010 (the "Effective Date"), is hereby granted by and between **MCM Technology, LLC,** ("MCM") a Delaware limited liability company ("MCM"), located at 3510 Vann Road., Suite 105, Birmingham, AL 35235, and <u>Williamson County Emergency Services, acting by and through Williamson County, Texas, a political subdivision of the State of Texas</u> ("End User").

TERMS AND CONDITIONS

1.0 SOFTWARE

1.1 Grant of Object Code Use License

MCM hereby grants to End User a license to access and use the Software during the License Period subject to the terms and conditions contained in this EULA. The software and Client data shall reside on an off-site, hosted server as determined and directed by MCM, unless otherwise provided in the user specifications and limitations set forth in the Attachments. Non-payment of the monthly license fees will result in the termination of the license. The annual renewal fees will be determined based upon the prevailing rates at the time of renewal. This is a limited, nonexclusive, nontransferable license to use the Software (object code only) and Documentation solely for the internal business use of Client, for use by Client's employees and for input of Client's own data, unless otherwise provided in the user specifications and limitations set forth in the Attachments. In no event may the Software be used in connection with any commercial timesharing, service bureau or other rental or sharing arrangements involving third parties.

As used herein, the term "Software" means the computer programs set forth in the SOW, and any enhancements or modifications thereto to which End User is entitled under this License or any valid Maintenance services. The term "Documentation" means any user manuals and other documents relating to the Software provided to End User by MCM.

End User's license and right to use the Software (or any intellectual property of MCM) does not include any license or right to create derivative works of the Software (or any intellectual property of MCM) or distribute the Software or derivative works thereof. Without limiting the foregoing, the End User shall not create derivative works or distribute the Software or derivative works thereof in any manner that would cause the Software or derivative work thereof, in whole or in part, to become subject to the terms of any "open source" license or agreement or any other license, agreement, or any condition or requirement in equity, law, or contract that would or could require the Software or derivative work thereof, in whole or in part, to be (i) released or distributed outside the full control and discretion of MCM, (ii) distributed or disclosed in source code form, or (iii) licensed with the right to make derivative works. For the sake of clarity, the End User is specifically prohibited from engaging in any activity that would or could cause the Software or any derivative work thereof, in whole or in part, to become "open source" or to be subject to "open source" terms.

1.2 Acceptance of Software

End User shall have sixty (60) calendar days from the date of installation of the Software (the "Installation Date") to test the Software and determine whether it complies with this License, the related SOW and any Documentation provided hereunder. Any perceived nonconformity in the Software must be reported in writing to MCM within such 60-day period. Any part of the Software not identified as nonconforming within such time period shall be deemed to be accepted by End User in all respects, and End User's failure to notify MCM in writing of nonconformity shall act as a waiver of any claims with respect thereto. To the extent any modifications or other Services (as defined herein) are performed or completed by MCM after the Installation Date, End User shall have sixty (60) calendar days from completion of such modifications or Services within which to notify MCM in writing of any nonconformity with respect thereto. Any part of the Software not identified as nonconforming within such time period shall be deemed to be accepted by End User in all respects, and End User's failure to notify MCM in writing of nonconformity shall act as a waiver of any claims with respect thereto. This latter notification period shall not extend the initial 60-day notification period relating to installed Software that is not the subject of the modifications or Services.

In the event of the discovery and identification of any nonconforming Software, End User's exclusive remedy, and MCM's entire liability, shall be: (i) the correction of program errors that cause nonconformity, or (ii) if MCM cannot substantially correct such nonconformity in a commercially reasonable manner, End User may end its license and recover only its actual and direct damages.

1.3 Title to and Ownership of Software and Modifications

The parties agree that the Software and Documentation constitutes valuable property, proprietary information and trade secrets of MCM, whether or not any portion of the Software is or may be copyrighted or patented. Title, full ownership and all proprietary rights to the Software (as it now exists or may later be modified) and the Documentation and all copies thereof shall remain with MCM. Nothing in this License or the Attachments shall be or shall be interpreted or construed to be a transfer of any right, title or interest whatsoever in the Software or the Documentation.

1.4 End User Obligations

1.4.1 End User accepts full responsibility for the selection, implementation after installation and use of the Software and Documentation to achieve End User's intended results.

1.4.2 End User shall provide MCM with access to such personnel, hardware and third-party software as may be necessary to install the Software hereunder and provide the other Services and Maintenance as set forth herein.

1.4.3 End User shall allow MCM to audit periodically End User's usage of the license granted hereunder to determine compliance with the location and user specifications and limitations set forth in the SOW.

1.4.4 End User acknowledges that the Software is subject to U.S. export jurisdiction. End User agrees to comply with all applicable international and national laws that apply to the Software, including, without limitation, end-user, end-use, and destination restrictions. Without limiting the generality of the foregoing, additional information may be available at such locations as http://www.bxa.doc.gov or from third party resources. MCM is not responsible for the accuracy of the information at any such websites.

1.4.5 End User shall not attempt to create, replicate, copy, adapt, 'unlock', translate, alter, reverse engineer, revise, disclose, or make derivative works of the Software or Documentation (each a "Modification"), directly or indirectly by any method. End User agrees not to develop any software based on any portion or function of the Software or Documentation. All copies, Modifications, and derivative works (whether or not authorized) automatically upon creation (i) belong to MCM, (ii) become subject to the limitations and obligations of End User under this License, and (iii) are excluded from any warranty or other obligation by MCM.

1.4.6 End User consents to and grants MCM permission to collect and maintain data and information relating to asset and inventory data that is input or maintained by End User in connection with the Software (the "Collected Data") and to use the Collected Data for MCM's own purposes and to disclose and transfer the Collected Data to one or more third parties, provided that such disclosure and transfer does not expressly associate the Collected Data with the End User.

1.4.7 End User shall be responsible for and obtain all rights from third parties necessary for MCM to perform any Services, including, without limitation, all rights of access and rights to modify, under copyright, confidentiality agreements, the Computer Fraud and Abuse Act, and all other forms and sources of rights or restrictions.

1.5 **Confidentiality and Nondisclosure**
End User agrees that the Software and Documentation are unique and valuable assets of MCM and agrees to maintain the Software and Documentation and all other Confidential Information of MCM in strict confidence and to use and disclose such Confidential Information only as permitted under this License. For purposes of this License, "Confidential Information" shall mean all information provided to End User by MCM, including, without limitation, the Software and Documentation, End User proposals, pricing information, contracts and any other information exchanged between MCM and End User. End User shall prevent disclosure of the Confidential Information to persons or entities other than End User's employees, agents, subcontractors or representatives of MCM, or other persons at End User's premises, and End User may disclose Confidential Information to its employees, agents, subcontractors or representatives of MCM solely for purposes related to End User's permitted use of the Software or Documentation hereunder. The foregoing restrictions on disclosure and use shall not apply with respect to any information which: (i) was or becomes publicly known through no fault of End User; (ii) was rightfully known or becomes rightfully known to End User without confidential or proprietary restriction from a source other than MCM; (iii) is independently developed by End User without reference to or reliance on Confidential Information; (iv) is required to be disclosed by law. End User hereby acknowledges and agrees that breach of this Section 1.5 would result in irreparable harm to MCM.

1.6 **Termination of Software License**
End User may terminate the license granted hereunder upon thirty (30) days written notice to MCM, provided, however, that End User shall not be relieved from making payments to MCM for all amounts due hereunder as of the date of End User's termination, including payment in full for the Software License(s), and all Services as set forth in the SOW, unless MCM commits a default as defined in Section 8.1.

2.0 **PROFESSIONAL SERVICES**

2.1 **Professional Services**
Consulting, implementation, integration, training and customization services (collectively, "Services") shall be provided by MCM only as set forth in writing and in accordance with this License and the SOW.

3.0 **MAINTENANCE**

3.1 **Periodic Maintenance**
As a part of the Subscription Fees paid to MCM by the End User, MCM agrees to provide End User with the following ongoing Maintenance for the Software:

3.1.1 Updates and such other changes to the Software (the "Updates") as soon as such Updates have been made available or offered to any of MCM's other licensees. Such Updates shall not degrade the performance, functioning or operation of the Software, and MCM agrees to give End User all reasonably necessary assistance to install the same, at no additional cost to End User.

3.1.2 In the event of a material defect which does not permit the Software to operate substantially in accordance with the Documentation, MCM shall, during the term of the Subscription, perform the services described in Sections 6.1.2 and 6.1.3; provided, however, that End User fulfills the obligations set forth therein, and malfunctions occur in a supported version of the Software.

3.1.3 MCM shall have no responsibility to perform Maintenance upon superseded releases of the Software, except that MCM will continue to provide support for such superseded releases for a period of six months from the published date of each superseding release.

3.1.4　MCM shall provide End User with any and all modifications to each version of the Software that may be required to enable the same to operate in conjunction with any new generally available releases and versions of the operating system, database and other computer programs with which the installed version of the Software is designed to operate as soon as MCM has installed and operated the modification for its own internal use or for the use of any one of MCM's other commercial customers.

4.0　SUPPORT

As a part of MCM's Maintenance commitment, during the period for which fees are fully paid, system support services shall be made available, by telephone and email, in the form of application consulting and technical assistance. Personnel shall be available to provide support to End User Monday – Friday from 8:00 A.M. to 5:00 P.M. Central Standard Time with the exception of MCM holidays.

To resolve problems that result in material interruptions or limitations of service or that otherwise prevent the Software from performing in accordance with the Documentation or other warranties set forth in this License, MCM shall respond to calls as soon as possible after notification of any problem or issue.

If any problem reported to MCM pursuant to this Section 4 is the result of End User's misuse of the Software or is unrelated to the Software, End User shall reimburse MCM for the services provided to correct such malfunction, defect or nonconformity at MCM's then current published standard rates for such services. MCM shall repair any damage caused by its employees, agents, or contractors while performing Maintenance.

5.0　ADDITIONAL PURCHASES AND UPGRADES

All additional purchases of products and Services under this License shall be effective only upon execution of the related Change Order Form(s) and Statement(s) of Work. Notwithstanding the content of any particular Change Order Form or Statement of Work, this License shall control, and any conflicting or inconsistent terms contained in such additional documents shall be null and void.

6.0　WARRANTY

6.1　Warranties

6.1.1　MCM warrants the Software and Services shall be free from material defects and shall operate substantially in accordance with then current Documentation and the Attachments, for a period of one (1) year from the Installation Date.

6.1.2　MCM's sole responsibility for material defects in the Software or Services discovered by End User and for which MCM receives prompt notice in writing from the End User shall be, at MCM's sole election, to: (a) correct such defects or provide a work-around solution; (b) replace any defective Software or Services; or (c) correct any errors in MCM's Documentation to substantially conform to the intended performance of the Software or Services and resubmit such Documentation to End User. The foregoing obligations of MCM are void if MCM does not receive prompt notice in writing from the End User or if MCM's examination of the Software or Services confirms that the Software or Services have been: (x) altered or modified by or on behalf of End User, other than by MCM; (y) subjected to negligence or computer or electrical malfunction; or (z) used, adjusted or installed in a manner inconsistent with the Documentation or other written instructions provided by MCM to End User hereunder, in which event End User shall be invoiced for any additional Services rendered by MCM to remedy the problem at the prevailing rates at the time such Services are performed.

6.1.3　The warranty provided in Section 6.1.1 does not cover any portion of the Software or Services that malfunctions for reasons not connected to the logic of the Software or Services, or for reasons not under the control of MCM. The performance of MCM's obligations under Section 6.1.2 shall be MCM's total maximum liability and MCM's entire obligation to the End User as a consequence of all and any errors in the Software, and the End User shall have no other claims against MCM as a result of such errors.

6.1.4　MCM warrants that it is the true and lawful owner of the Software and has clear title to the Software, or has obtained and currently holds valid and sufficient rights to license the Software to the End User.

6.1.5　MCM represents that there are no unresolved claims, demands or pending litigation relating to intellectual property rights in any part of the Software, and the Software contains no "Illicit Code." As used in this Section 6.1.5, "Illicit" Code means any computer instructions in the Software that are not intended to provided the functionality described in the Software's Documentation and that interfere with End Users' use or right to quiet enjoyment of its license to the Software or that interfere with or prevent End Users' use of the Software as provided in this License and the SOW. Illicit Code includes what is commonly known as computer viruses, Trojan Horses, self-destruction mechanisms, copy protection schemes and such other computer instructions that can disable, destroy or otherwise alter the software or hardware on which the Software executes, or reveal any data or other information accessed through or processed by the Software

6.1.6　MCM represents that it has not incorporated any "Open Source Software" in whole or in part to any part of the Software.

6.1.7　MCM represents that all Services will be performed by qualified workers, and in a professional and workmanlike manner, and that the Services will conform to the applicable requirements and specifications and to the standards applicable in the software industry. MCM agrees that if any Services are not in compliance with this warranty and such non-compliance is brought to MCM's attention within a reasonable time after such Services are performed, then as the sole remedy for a breach of this warranty, MCM will re-perform the Services at MCM's sole cost and expense.

6.1.8 MCM warrants that if use of the Software is enjoined through a preliminary injunction, MCM must immediately, at no expense to the End User: (A) procure for the End User the right to continue using the Software; or (B) replace or modify the Software so that it becomes non-infringing and is of equivalent or superior functionality. If the above alternatives are not available, the End User whose use in enjoined may, within one hundred twenty (120) days after notification by MCM of the preliminary injunction, notify MCM that the End User elects to continue to use the Software until such time as either a final injunction issues, there is final adjudication for infringement of the Software, or the preliminary injunction or action is withdrawn, and during such time, in addition to MCM's indemnification obligations, MCM will pay the court costs and post a bond necessary to authorize such End User to continue to use the Software in accordance with this Agreement. MCM may not terminate the license granted in Section 1.1 unless ordered by a court in an injunction or final adjudication for infringement of the Software, and the license may only be terminated with respect those areas where the use of the Software is found infringing. If the license is terminated, in addition to all other remedies available to the End User, the End User will be entitled to, and MCM will promptly remit, a refund to the End User of all amounts paid for the license to use the Software. If the injunction or action is withdrawn or a settlement of such action is reached, the affected license(s) will be reinstated under the terms of this License.

6.2 **WARRANTY DISCLAIMERS**

LICENSEE ACKNOWLEDGES AND AGREES THAT, WITH THE EXCEPTION OF THE LIMITED WARRANTIES SET FORTH IN SECTION 6.1 HEREOF, LICENSOR HAS NOT MADE AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, EITHER ORAL OR WRITTEN, EITHER EXPRESS OR IMPLIED, CONCERNING THE SOFTWARE TO BE LICENSED HEREUNDER, THE PRODUCTS TO BE SOLD OR THE SERVICES TO BE PROVIDED HEREUNDER, AND TO THE FULL EXTENT PERMITTED UNDER APPLICABLE LAW, LICENSOR SPECIFICALLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES CONCERNING SUCH SOFTWARE, PRODUCTS AND SERVICES, BOTH EXPRESS AND IMPLIED, ORAL AND WRITTEN, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE, ACCURACY OF DATA, SYSTEM INTEGRATION, AND ALL WARRANTIES RELATING TO RESULTS TO BE DERIVED FROM THE USE OF SUCH SOFTWARE, PRODUCTS OR SERVICES OR OTHER MATERIALS PROVIDED IN CONNECTION WITH THIS LICENSE. LICENSOR DOES NOT REPRESENT OR WARRANT THAT SOFTWARE, PRODUCTS OR SERVICES ARE SECURE, FREE FROM BUGS, VIRUSES, INTERRUPTION, ERRORS, OR OTHER PROGRAM LIMITATIONS. LICENSEE RECOGNIZES AND AGREES THAT THIS PROVISION IS AN INTEGRAL PART OF LICENSOR'S PRICING AND AN IMPORTANT FACTOR IN ITS WILLINGNESS TO GRANT THE LICENSE HEREUNDER AND PERFORM SERVICES HEREUNDER.

7.0 **LIMITATIONS OF LIABILITY**

IN NO EVENT SHALL LICENSOR BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE, WHETHER FORESEEABLE OR NOT, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OR DESTRUCTION OF DATA, BUSINESS INTERRUPTION, COSTS OF COVER, LOSS OF USE, LOSS OF ANTICIPATED REVENUES OR PROFITS, OR DAMAGES RESULTING FROM OR RELATING TO CLAIMS BROUGHT AGAINST LICESEE BY THIRD PARTIES, REGARDLESS OF WHETHER LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND THE LICENSEE CANNOT CLAIM, DEMAND OR SEEK RECOVERY FROM LICENSOR OR ITS REPRESENTATIVES FOR ANY OF THE FOREGOING LOSSES OR DAMAGES AND LICENSOR WILL NOT INDEMNIFY THE LICENSEE FOR ANY SUCH CLAIMS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LICENSOR DISCLAIMS ANY PRODUCT LIABILITY AS A CONSEQUENCE OF LOSS OR DAMAGE TO PROPERTY WHICH, IN VIEW OF ITS NATURE, IS NORMALLY INTENDED FOR COMMERCIAL USE. THESE LIMITATIONS SHALL APPLY TO ALL CAUSES OF ACTION IN THE AGGREGATE, WHETHER BASED IN CONTRACT, TORT OR OTHERWISE.

8.0 **MISCELLANEOUS**

8.1 **Termination for Default, Bankruptcy or Breach**
8.1.1 In the event End User fails to perform any of its obligations under this License, MCM may terminate this License, in whole or in part, by giving the End User thirty (30) days prior written notice specifying the nature of the default; provided that if End User cures such default during the thirty (30) day period, the notice of termination shall be null and void.

8.1.2 Either party may terminate this License without prior notice upon (i) the filing of a voluntary petition in bankruptcy by the other party, or (ii) the passage of one hundred twenty (120) days after the commencement of any involuntary proceeding against such other party seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any bankruptcy, insolvency or other similar law, if the proceeding has not been dismissed during such one hundred twenty (120) day period.

8.1.3 In the event that there is a breach of any of End User's obligations under Section 1.5, MCM may at its option, terminate this License immediately and enjoin such breach by appropriate proceedings.

8.2 **Cease Use and Return of the Software**
End User shall, within thirty (30) days after termination of this License and/or End User's license, for any reason, cease all use of the Software and Documentation and return to MCM the original and all existing copies of the Software, together with all Documentation and any other related material in End User's possession or control and delete and permanently erase all copies of the Software and Documentation that cannot be returned to MCM. End User shall furnish to MCM a written statement certifying compliance with this Section.

8.3 Entire License; Priority; Governing Law; Venue

This License together with the SOW constitutes the entire understanding between End User and MCM with respect to the subject matter hereof, superseding all prior agreements, understandings and representations. This License, which the End User has received in hardcopy, shall be the legally binding version. In the event of any conflict between the contents of this License and the contents of the said License implemented electronically in the Software, this hardcopy License shall prevail. This License shall be construed in accordance with and governed by the laws of the State of Texas without regard to any choice of law rules that may direct the applications of the laws of another jurisdiction.

8.4 Independent Contractors

The parties are independent contractors, and this License shall not establish any relationship of partnership, joint venture, employment, franchise or agency between the parties. No party has the power to bind the other or incur obligations on the other's behalf.

8.5 Force Majeure

Except with respect to the obligation to pay money, neither party will be responsible for delays or failures in performance resulting from acts beyond the control of such party. Such acts shall include, but not be limited to, acts of God, acts of terrorism, strikes, supplier delays, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, communication line failures, power failures, earthquakes or other disasters.

8.6 Modifications

All amendments to this License must be in writing.

8.7 Headings

Headings used in this License are for reference purposes only and shall not be deemed a part of this License.

8.8 Enforceability

If any provision of this License shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

8.9 Survival of Section

The rights and obligations under Sections 1.2, 1.3, 1.4.5, 1.4.6, 1.5, 6.2, 7.0, 8.3, 8.4, 8.5, 8.6, 8.7, 8.8, 8.9, 8.10, 8.11 and 8.12 of this License shall survive any expiration or termination hereof.

8.10 Assignment

This License and the rights and duties hereunder shall not be assignable by End User except upon the written consent of MCM. MCM may assign this License and the rights and duties hereunder.

8.11 U.S. Government Restricted Rights Notice

If the End User is a unit or an agency of the United States Government, the terms of this Section apply:

If the End User is a civilian agency:

The Software:

(i.) was developed at private expense and is existing computer software and no part was developed with government funds;

(ii.) is trade secret of MCM for all purposes of the Freedom of Information Act;

(iii.) is a commercial item and thus, pursuant to Section 12.212 of the Federal Acquisition Regulations (FAR), the Government's use, duplication or disclosure of the Software is subject to the restrictions set forth in MCM's this License and any Attachments or purchase orders between MCM and the U.S. government agency;

(iv.) is in all respects proprietary data of MCM; and

(v.) is unpublished and all rights are reserved under the copyright laws of the United States.

If the End User is part of the Department of Defense: The Software is commercial computer software (and commercial computer software documentation), and pursuant to DFAR § 227.7202, use duplication or disclosure of the Software is subject to the restrictions set forth in this License and any Attachments or purchase orders between MCM and the U.S. Government agency. In the event any technical data are not covered by these provisions, it shall be deemed "technical data - commercial items" pursuant to DFAR § 252.227-7015(a). Any use, modification, reproduction, release, performing displaying, or disclosing of such technical data shall be governed by the terms of DFAR § 252.227-7015(b).

8.12 Dispute Resolution; Venue

The parties to this License will work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this License, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA"). A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this License, will conduct the mediation under the then current rules of the AAA. Any mediation under this License shall be conducted in Williamson County, Texas. All costs involved in the mediation shall be borne equally between the parties, except that each party shall bear its own attorneys fees. Nothing herein is intended to prevent either party from seeking any other remedy available at law including seeking redress in a court of competent jurisdiction. This provision shall survive the termination of this License.

The parties hereby expressly agree that no claims or disputes between the parties arising out of or relating to this License or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

If a Claim remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Each Party irrevocably agrees to submit to the exclusive jurisdiction of such courts over any claim or matter arising under or in connection with this Agreement.

8.13   **No Waiver Of Immunities**

Nothing in this License shall be deemed to waive, modify or amend any legal defense available at law or in equity to End User, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. End User does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

8.14   **End User's Right To Audit**

MCM agrees that End User or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this License, have access to and the right to examine and photocopy any and all books, documents, papers and records of MCM which are directly pertinent to the services to be performed under this License for the purposes of making audits, examinations, excerpts, and transcriptions. MCM agrees that End User shall have access during normal working hours to all necessary MCM facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. End User shall give MCM reasonable advance notice of intended audits.

8.15   **Non-Appropriation and Fiscal Funding**

The obligations of the parties under this License do not constitute a general obligation or indebtedness of either party for which such party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that End User shall have the right to terminate this License at the end of any Williamson County fiscal year if the governing body of End User does not appropriate sufficient funds as determined by End User's budget for the fiscal year in question. End User may effect such termination by giving written notice of termination at the end of its then-current fiscal year.

8.16   **Payment, Interest And Late Payments**

End User's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by End User within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by End User in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of End User's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, End User shall notify MCM of the discrepancy. Following End User's notification of any discrepancy as to an invoice, MCM must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. End User shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. End User's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

8.17   **Texas Public Information Act**

To the extent, if any, that any provision in this License is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that End User, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to End User as to whether or not the same are available to the public. It is further understood that End User's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that End User, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to End User by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

Exhibit B

SUMMARY STATEMENT OF WORK

The purpose of this Summary Statement of Work (SOW) is to outline (Section 1) the summary of deliverables during implementation and (Section 2) the services performed during the warranty period, 1st year of maintenance and for annual maintenance renewals.

Section 1   Summary of Deliverables

Motorola is providing an all encompassing Asset Management Enterprise software application designed specifically to track and record life-cycle activities of radio assets from Acquisition to Disposition.

CommSHOP 360°™ is a multi-user management solution that accumulates and maintains data to assist in the management of serialized and/or capitalized assets, while maintaining real-time control of the asset's location, condition, and historical movement.

The system also has an integrated state-of-the-art Work Order management system that tracks consumable inventory usage, manages and reports on labor usage, and compiles revenue and expense management data.

The following is a list of the software and service deliverables included in the Cost Proposal for this Asset Management solution. Only the enhancement applications may be sold separately.

COMMSHOP 360°™ SOFTWARE MODULES / APPLICATIONS:

USER LICENSING-
The proposal includes 4 subscription licenses for the core users of this application.

AGENCY MANAGEMENT -
The Agency Management module contains the records of all the radio system users and their respective departments, to which assets have been assigned. These agencies can be grouped to provide a hierarchy within the individual organizations. The intent of this module is to set up the agencies for data organization purposes, so that assets can be effectively tracked as they are assigned out to customers and reports can be run on this data.

ASSET MANAGEMENT -
The Asset Management module is where the records for radio equipment inventory are stored and maintained. This record contains identification and location information, including but not limited to:

- Asset, Serial #
- Unit ID, Hex ID, Alias ID
- Model, Manufacturer, Description
- Status, Class, Category
- Assigned Agency, Owner, Vehicle, Location
- Up to 30 custom fields
- Preventative maintenance dates / frequency
- Warranty and Maintenance status & timeframes

WORK ORDER MANAGEMENT -
The work order management modules allows core license users to create work tickets, identify the service required and action taken, assign parts and labor services (and associated costs), and manage the work order process. Work orders are integrated to assets and agencies.

PARTS INVENTORY -
The parts inventory modules stores the consumable, non-serialized inventory along with the types of labor services that may be issued to a work order for capturing time and material. This module identifies the cost of these parts and/or services, on-hand inventory quantities, re-order levels, and transaction history.

PURCHASE ORDER --
The purchase order module allows you to create orders, receive, and replenish your parts inventory. This is directly integrated to your Parts Inventory module to allow you to manage your stock levels and track purchase history of parts.

PROJECT MANAGEMENT -
The Project Management module allows assets and work orders to be tied to projects, along with associated funds / budgets to allow the efforts of tracking assets and completing work tickets to be related to a specific project. This module has tools to allow for efficient management of projects as they relate to assets and work order activities.

REPORTING -
The proposed CommSHOP 360°™ Solution comes with a full array of standard reports and a report writer license to allow the customer to write custom reports as needed. The list of standard reports includes, but is not limited to the following:

- Assets by Agency / Unit
- Assets by Asset #, Serial #, Unit ID, etc.
- Assets by Status & Class / Category
- Assets by Vehicle / Vessel
- Asset Parent / Child Relationship
- Transaction / Transfer History
- Preventative Maintenance
- Warranty Expiration
- Work Order History by Agency
- Work Order Time Management
- Work Order by Technician / Service Code

ENHANCEMENT SOFTWARE APPLICATIONS:

WEB ASSET MANAGER (WAM) – UNLIMITED LICENSES FOR THIS APPLICATION
This optional application will allow the Customer's end user, such as Police or Fire Departments, to log on to a web portal via the intranet to search and view the inventory that has been assigned to their agency. The WAM provides tight security to ensure that the web users only have access to certain agencies as dictated by the administration of the system. This application can also be used to extend asset management privileges to these web users by giving rights to change certain data fields on the asset records. Finally, the WAM will allow the users to export their inventory list to Excel so they can use it within their department to further manipulate the data as needed. There is an open license for this application, allowing users to extend this functionality to a large number of users without escalating the cost.

WEB SERVICE REQUEST MANAGER - UNLIMITED LICENSES FOR THIS APPLICATION
This optional application will allow the Client's customers, such as the Police or Fire Departments, to log on to a web portal via the intranet and assist with the real-time tracking process for their radio asset inventory. More particularly, this application allows the end users to submit a request to transfer an asset, which will then generate a work order in the CommSHOP 360°™ database and notify the core users so they can begin making that appropriate changes to the radio system. The Web Service Request Manager can also be used to submit requests for other repair needs to be managed by the Client. This application is driven by specific permissions that will be assigned by the Client, with the ability to restrict each user to request service for only certain agencies. This application is open to an unlimited number of users and will be tightly controlled by the Client administrator for this asset management database. There is an open license for this application, allowing users to extend this functionality to a large number of users without escalating the cost.

MOBILE ASSET ASSITANT (MAA) APPLICATION AND DEVICE --
This optional application works on the MC 5590 Handheld PDA device to help provide a simplified way of capturing, tracking, and managing all assets from a remote or field location. Additionally, the solution provides tools to inventory / audit serialized or bar-coded assets. Transfer of information occurs thru cradles attached to workstations or wirelessly over a wireless network back to the web server and solution database. MAA provides an ability to download Asset data to handheld devices and work against that data remotely - providing an effective way to bring the power of the database to the handheld device.

The following features are available with the MAA application:

- **Asset Update:** performs update functions on individual assets
- **Multi-Asset Transfer / Update:** performs bulk asset updates
- **Receive Assets:** creates new assets in the master database
- **Audit Assets:** performs agency, location, or vehicle audits
- **Swap Assets:** efficiently swaps assets between personnel/agencies

For this project, two (2) MC5590 devices will be provided.

PRE-IMPLEMENTATION SERVICES:

BUSINESS ASSESSMENT - PROCESS FLOW -
The Business Assessment – Process Flow is geared toward assessing Process Flows of the organization. This Assessment depicts how the Customer currently operates their Business on a day-to-day basis. This Assessment can include an onsite visit and multiple offsite conference calls. The goal upon the conclusion of the Assessment is to identify standard processes, and to evaluate operational efficiencies within the current business environment. Motorola will work with the Customer's project team during assessment and report all findings upon completion. The scope of either engagement can include graphically documenting the business work-flow.

BUSINESS ASSESSMENT – PERSONNEL -
The Business Assessment – Personnel is geared toward assessing the Organization's Personnel, and their interaction with the current system(s) and operational processes. This Assessment depicts the day-to-day operational responsibilities of the Personnel. This Assessment can include an onsite visit and multiple offsite conference calls. The goal upon the conclusion of the Assessment is to identify roles and responsibilities of existing personnel and their associated efficiencies. Motorola will work with the Customer's project team during assessment and report all findings upon completion. The scope of this engagement can include graphically documenting the organization.

IMPLEMENTATION SERVICES:

DATA CONVERSION -
Data conversion includes taking existing data and cleaning, formatting, standardizing, and converting it for use by the CommSHOP 360°™ system. Sample data may be requested prior to conversion for planning and preparation. During the conversion process the Customer's input may be requested for formatting and standardizing questions. If also conducting a Business Process Flow review, data specific clarification will be implemented from those findings to ensure the incoming data works within the project specifications

DATABASE CONFIGURATION -
Database configuration involves the attachment and setup of the Customer's CommSHOP 360°™ database. Setup includes adding users, applying customer specific settings, defining lists and drop-down windows and auditing converted data. Configuration occurs after the installation of the database server.

INSTALLATION SERVICES -
Installation services include the software as defined in the deliverables. Hardware installation is a responsibility of the Customer.

PROJECT MANAGEMENT – OPERATIONAL -
Project management includes all the functions of managing the CommSHOP 360° ™system project including implementation planning, scheduling, and post implementation wrap-up and sign-off. Operational Project Management (OPM), is geared to address the day-to-day management of developing the tasks, and ensuring compliance by all parties to the targeted and timely end-goal and a smooth go-live of the system. Based on the Customer's scope of operations Project Management duration, style and level will be customized to fit the particular Implementation.

PROJECT ANALYSIS & DOCUMENTATION -
Project analysis and customized documentation can be provided in conjunction with User Training and Implementation wrap-up. This includes Work Flow documentation, customized training material, and any other Customer-specific analysis and documentation required to complete the project.

USER TRAINING -

User Training is done by Application module generally offered to groups of personnel that perform similar tasks. All areas of the solution that pertain to the Customer's processes will be covered, using real-life examples. System training and new Work Flow Processes based on new or revised Business Processes will be integrated and covered in detail. At the end of organized group training, Customer personnel are able to return to their work stations and begin using the CommSHOP 360°™ system, within the context of how they run their business. There is a variety of teaching methods including one-on-one individual training, classroom or web-based education. Engineers will tailor the education to fit the number of users, timeframes and available facilities

SUPPORT SERVICES:

SOFTWARE MAINTENANCE AND SUPPORT -

Motorola and its Customers anticipate follow-up calls, requests for guidance and assistance, and general support of its product. This includes (1) updates and other changes to the software, distributed biannually by Motorola as standard releases to the software, and (2) system support services, available by telephone, in the form of application consulting and technical assistance. Motorola will provide support to its Customers Monday through Friday from 8:30 A.M. to 5:30 P.M. Central Standard Time with the exception of Motorola holidays. Premium Support for 24 Hour service is available as an extra offering.

HOSTING --

With all Hosted offerings, Motorola will provide the following hosting services to house the CommSHOP 360°™ at our off-site hosting facility and the costs for these services are included in the proposal:

- Server Hardware
- Operating System Licensing
- SQL Licensing
- Terminal Services Licensing
- Citrix Licensing
- Database & Application Back-Up
- Hosting Hardware / Software Maintenance
- Connectivity & Redundancy Services

Section 2   Application Technical Support Services

2.1 Description of Services

The Application "Technical Support Services" provide centralized remote telephone support concerning Software, Services and Equipment. This includes diagnostic services and troubleshooting to assist Customers in ascertaining the nature of a problem being experienced, some minor assistance concerning the use of the Software (including advising or assisting the Customer in attempting data/database recovery, database set up, client-server advice), and assistance or advice on installation of Releases provided under this Agreement. Support Services (i) do not include the cost of software upgrades that may be required for issue resolution; and (ii) do not include Customer training.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Terms and Conditions or other applicable Agreement to which it is attached and made a part thereof by this reference.

During the Warranty Period and such subsequent Support Period(s) (as hereinafter identified) as Support Services are purchased, Motorola will use commercially reasonable efforts to correct any significant failure of the Software to operate in accordance with the Specifications and Documentation available.

Motorola's responsibilities under this Agreement to provide Technical Support Services shall be limited to current supported releases.

2.2 Motorola has the following responsibilities:

2.2.1   Respond to Support Services requests for the Restoration of failed Systems and diagnosis of operation problems in accordance with the response times set forth in the Remote Technical Support Service Response Times Table and the Severity Level defined under Priority Issue definitions.

2.2.2   Advise caller of procedure for determining any additional requirements for issue characterization or restoration, including providing a known fix for issue resolution, when available.

2.2.3   Attempt remote access to System for remote diagnostics, when possible.

2.2.4   Maintain communication with the Servicer or Customer in the field until close of the Case, as needed.

2.2.5   Coordinate technical resolutions with agreed upon third party vendor(s), as needed.

2.2.6   Escalate and manage support issues, including Systemic issues, to engineering and product groups, as applicable.

2.2.7   Escalate the Case to the appropriate party upon expiration of a Response time.

2.2.8   Determine, in its sole discretion, when a Case requires more than the Support Services described in this SOW and notify the Customer of an alternative course of action.

2.3 Customer has the following responsibilities:

2.3.1   Provide Motorola with pre-defined information prior to Start Date necessary to complete Customer Support Plan. Submit changes in any information supplied in the Customer Support Plan to the Customer Support Manager.

2.3.2   Contact the System Support Center at 1-800-323-9949 in order to access the Technical Support Operation, provide name of caller, name of Customer, Service Agreement number, site(s) in questions, and a brief description of the problem.

2.3.3   Validate issue resolution prior to close of the Case.

2.3.4   Allow Motorola remote access to the System by equipping the System with the necessary Connectivity.

2.3.5   Acknowledge that Cases will be handled in accordance with the times and priorities as defined in Remote Technical Support Service Response Times Table and the Severity Level defined under Priority Issue definitions.

2.3.6   Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Support Services to the Customer.

Priority Issue Definitions

Priority Issue ("P1"), also known as Severity 1:

- Any fault which causes failure of a critical feature of the service application
- Significant loss of visibility of application performance (i.e. no means to determine application status) or irreparable loss of data within the application
- Failures in application performance, that may affect safety or has potential to harm a Customer
- Customer declared critical issue with the concurrence of customer management and Motorola management
- Any fault that keeps the system from meeting significant documented standards/ performance specifications, including regulatory and safety standards

A priority issue P1 may only be reclassified to a lower priority issue, upon the prior approval of Motorola's Support Manager.

Priority Issue ("P2"), also known as Severity 2:

- Any fault which causes failure of a non-critical feature of the service application
- Application element is running at a degraded capacity with potential risk of losing critical data
- Failures in application performance that require additional dedicated resources to maintain core application elements
- Errors in procedures where service risks are involved

A priority issue P2 may only be reclassified to a lower priority issue, upon the prior approval of Motorola's Support Manager.

Priority Issue ("P3"), also known as Severity 3:

- Loss of administrative capabilities (non-P1/non-P2)
- Loss of full feature functionality (non-P1/non-P2)
- Configuration discrepancies
- Any remote upgrade or configuration support not associated with resolution of a P1 or P2 issue

Remote Technical Support Response Times

Issue Classification	Initial Response	Initial Issue Resolution	Final Issue Resolution
P1	< 10 minutes	< 75 minute goal with a continuous effort until full application operation or workaround	< 15 days permanent fix
P2	< 15 minutes from receipt of notification during regular business hours	< 5 days full application operation or workaround	< 25 days permanent fix
P3	< 1 business day	< 30 days full application operation or workaround	< 120 days permanent fix

- All days referenced in this table are calendar days.

Exhibit C

FINAL SOLUTION PRICING

In consideration of Williamson County's contemporaneous purchase of a 2 site radio system expansion project from Motorola under separate contract, Motorola will provide the Asset Management Solution to Williamson County at no charge. The License Period included in the Solution is 12 months. Williamson County may extend the License Period beyond 12 months by paying then current subscription fees for the licensed Software.

OPTION 1: Williamson County 6th and 7th Site.

Round Rock Water Tower Site / Customer Owned Self Supporting Tower on Tower Road.

HGAC CONTRACT DISCOUNT TOTAL	$3,581,019.00
ADDITIONAL SYSTEM LEVEL DISCOUNT	($169,050.95)
(If Contract is signed by 6-15-2010)	
NICE RECORDING SYSTEM	$243,286.00
TECHNOLOGY CREDIT (Towards NICE Recorder)	($100,000.00)
(If Contract is signed by 6-15-2010)	
CommSHOP360 (FULL VERSION)	**INCLUDED**
(If Contract is signed by 6-15-2010)	
GRAND TOTAL	**$3,555,254.05**

Price good through 6/15/2010

TOTAL COST SUMMARY

Site Equipment, Trunking System Hardware,	$1,603,617
Communications Shelter with Generator	
Microwave	
Freight	
Tower 380' Self Supporting Tower	**$522,277**
System Integration and Civil Hardware	**$1,455,125**
Project Management	
Instillation and Optimization	
Civil Work, Civil Equipment for Site and Building	
Contractor Provided Hardware	
ESS Support and Extended 24x7 Warranty	
CCSI Staging	
Engineering Services	
ST Integration Services / Upgrade Operations to Master Site	

Motorola Confidential Restricted
Use or disclosure of this proposal is
subject to the restrictions on the title page

Williamson County
6th & 7th Site Additions
April 9, 2010

Pricing Summary   7-1

Option 2: Williamson County 6th and 7th Site.

Round Rock Water Tower Site and Rental Site on Tower Road.

HGAC CONTRACT DISCOUNT TOTAL	$3,058,742.00
ADDITIONAL SYSTEM LEVEL DISCOUNT	($142,937.00)
NICE RECORDING SYSTEM	$243,286.00
TECHNOLOGY CREDIT (Towards NICE Recorder)	($100,000.00)
(If Contract is signed by 6-15-2010)	
CommSHOP360 (FULL VERSION)	**INCLUDED**
(If Contract is signed by 6-15-2010)	

GRAND TOTAL	**$3,059,091.00**

Price good through 6/16/2010

TOTAL COST SUMMARY

Site Equipment, Trunking System Hardware,	**$1,603,617**
Communications Shelter with Generator	
Microwave	
Freight	
System Integration and Civil Hardware	**$1,455,125**
Project Management	
Instillation and Optimization	
Civil Work, Civil Equipment for Site and Building	
Contractor Provided Hardware	
ESS Support and Extended 24x7 Warranty	
CCSI Staging	
Engineering Services	
ST Integration Services	
Upgrade Operations to Master Site	

Williamson County
6th & 7th Site Additions
April 9, 2010

Motorola Confidential Restricted
Use or disclosure of this proposal is
subject to the restrictions on the title page

7-2   Pricing Summary

SYSTEM PURCHASE AGREEMENT

THIS AGREEMENT ("Agreement"), made and entered into this 17th day of June, 2010 by and between Motorola Inc., a Delaware corporation duly authorized to conduct business in the State of Texas ("Motorola" or "Seller"), the Houston-Galveston Area Council, a body corporate and politic ("H-GAC") and Williamson County, Texas, a body corporate and politic ("Purchaser").

WITNESSETH:

WHEREAS, the Purchaser desires to purchase a Communications System; and

WHEREAS, Motorola desires to sell a Communications System to Purchaser; and

WHEREAS, H-GAC, acting as the agent for various local governmental entities who are "End Users" under interlocal agreements (including the Purchaser) has solicited quotations for radio communications equipment and conducted discussions with Motorola concerning its proposal and, where applicable, in accordance with the competitive procurement procedures of Texas law; and

WHEREAS, H-GAC and Motorola entered into that certain Radio Communications Equipment & Systems Agreement dated as of January 1, 2008 (the "Contract"), which provided that End Users may purchase radio communications equipment from Motorola pursuant to certain terms contained therein; and

WHEREAS, pursuant to Article 34 of the Contract, Motorola and Purchaser now wish to enter into this System Purchase Agreement to delineate the specific terms of the purchase of radio communications equipment from Motorola by the Purchaser.

THEREFORE, the parties hereby enter into an agreement pursuant to which Motorola shall perform the work and furnish the equipment and services as more fully set forth herein and in the following exhibits, which are either attached hereto or incorporated by reference and hereby made a part of this Agreement:

Exhibit A   General Provisions.

Exhibit B   Motorola Software License Agreement.

Exhibit C   Motorola's Statement of Work, System Description, Acceptance Test Plan, and Equipment List all dated April 12,2010.

Exhibit D   Motorola/H-GAC Radio Communications Equipment & Systems Agreement dated January 1, 2008.

Exhibit E   Above Warranty Services Statement of Work and Service Terms and Conditions

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

Section 1 SCOPE OF WORK

A. Motorola shall furnish all of the equipment as outlined in Exhibit C and provide the tools, supplies, labor and supervision necessary for the installation of the items purchased in accordance with Exhibit C.

B. In addition to responsibilities described in the Statement of Work, Purchaser shall perform the following coincident with the performance of this Agreement:

(1) Provide a designated Project Director, which shall serve as liaison between the Williamson County Commissioner's Court and Motorola, as well as serve as the signatory for Purchaser,

(2) Provide a designated Project Manager, which shall serve as a day to day point of contact for Purchaser.

(3) Provide ingress and egress to Purchaser's facilities and/or sites as requested by Motorola and have such facilities available for installation of the equipment to be installed.

(4) Provide adequate telephone lines (including modem access and adequate interfacing networking capabilities) for the installation and operation of the equipment.

(5) Provide adequate AC Power at 117 VAC + 10%, 60 Hz for the installation and operation of the equipment.

(6) Provide a designated work area with adequate heat and light, and a secure storage area for equipment delivered to the Purchaser. The Purchaser shall be solely liable for loss or damage to equipment prior to, during and following installation when such equipment is on or within Purchaser's facilities and/or vehicles.

Section 2 SITES

This Agreement is predicated on the utilization of sites and site configurations, which have been selected either by the Purchaser or by Motorola as contained in the Motorola proposal. In either situation, should it be determined by either Motorola or Purchaser during the course of performance on this Agreement that the sites or configuration selected are no longer available or desired, new or replacement sites or configuration will be selected and approved by both Motorola and the Purchaser. If any price adjustments are necessary as a result of these new or replacement sites, such price adjustments will be added to this Agreement by change order in accordance with Section 4 of the General Provisions.

Section 3 SUBSURFACE/STRUCTURAL CONDITIONS

This Agreement and the Motorola proposal are predicated upon normal soil conditions defined by E.I.A. standard RS-222 (latest revision). Should Motorola encounter subsurface, structural, and/or latent conditions at any site differing from those, indicated on the specifications, or as

used in the preparation of the bid price, the Purchaser will be given immediate notice of such conditions before they are further disturbed. Thereupon, Motorola and the Purchaser shall promptly investigate the conditions and, if found to be different, will adjust the plans and/or specifications as may be necessary. Any changes that cause an adjustment in the contract price or in time required for the performance of any part of the contract shall result in a contract modification in accordance with Section 4 of the General Provisions.

Section 4   PERIOD OF PERFORMANCE

A.   Motorola projects that it will be able to obtain final acceptance and completion of the Acceptance Test Plan within 349 days after the contract is signed by all parties. A more detailed timeline shall be provided to Purchaser after the design review and customer kick-off meeting.

B.   Whenever Motorola knows or reasonably should know that any actual or potential condition due to circumstances beyond its control is delaying or threatens to delay the timely performance of the work, Motorola shall within thirty (30) days give Purchaser notice thereof and may request an extension of time to perform the work.

C.   In order to successfully integrate and implement this project, shipments will be made F.O.B. Destination to Purchaser facilities, local Motorola staging facilities, warehousing facilities, or any combination thereof. It is agreed that this plan is acceptable to Purchaser and that Motorola will advise prior to shipment of actual destination and that purchaser will accept shipment, and make payment as required by this Agreement.

D.   It is also agreed that equipment shipping dates reflected in this agreement or in Motorola proposals are estimates only, and that shipment may be made at any time prior to, or subsequent to these estimated shipping dates.

Section 5   ACCEPTANCE CRITERIA

A.   Motorola will test the Communications System in accordance with the Acceptance Test Plan. System acceptance will occur upon the successful completion of such testing ("System Acceptance") at which time both parties shall promptly execute a certificate of system acceptance. If the Acceptance Test Plan includes separate tests for individual subsystems, both parties shall promptly execute certificates of subsystem acceptance upon the successful completion of testing of such subsystems. Minor omissions or variances in performance which do not materially affect the operation of the Communications System as a whole will not postpone System Acceptance. Purchaser and Motorola will jointly prepare a list of such omissions and variances which Motorola will correct according to an agreed upon schedule.

B.   Motorola agrees to notify Purchaser when the Communications System is ready for acceptance testing. Motorola and Purchaser agree to commence acceptance testing within ten (10) business days after receiving such notification. If testing is delayed for reasons within the control of Purchaser or its employees, contractors, agents or consultants for more than ten (10) business days after notification, final payment will be due within thirty (30) days after such notification and the Warranty Period will commence immediately.

C.   Motorola may, but is not obligated to, issue written authorization for Purchaser to use the Communications System or its subsystem(s) for limited training or testing purposes, prior to the completion of testing by Motorola. Any use of the Communications System without prior written authorization by Motorola shall constitute System Acceptance.

Section 6   PAYMENT SCHEDULE

A.   Motorola agrees to sell all of the equipment and perform the services as outlined in the Scope of Work, and Purchaser agrees to buy the aforementioned equipment and services for the sum not to exceed $3,555,254.05, set forth in the proposal Section 7 herein below, including the H-GAC administration fee. The final price may be adjusted by change orders approved pursuant to Statement of Work attached hereto as Exhibit "C".

B.   Payments to Motorola shall be made according to the following milestones:

1.   25% of the total contract price is due when we begin Detailed Design Review;

2.   40% of the total contract price will be invoiced immediately after the Equipment is shipped from Motorola's facilities;

3.   25% of the total contract price will be invoiced immediately after the Equipment is installed at the sites specified in the Exhibits; and

4.   10% of the total contract price will be invoiced immediately after System Acceptance.

C.   In the event of failure or delay by the Purchaser in providing sites, space, approvals, licenses, or any other Purchaser obligations required preceding delivery of Motorola equipment, it is agreed that Motorola, at its sole discretion, may ship equipment as planned and that the Purchaser will accept the equipment and make payment in accordance with the terms of this Agreement.   Any additional costs incurred by Motorola for storage of equipment will be invoiced and paid by Purchaser.

D.   Payments to Motorola shall be made as follows:

(i)   Motorola shall immediately forward an invoice for the payment requested in Section 6(B) above to Purchaser.

(ii)   Purchaser shall pay the Motorola invoice within thirty (30) calendar days of receipt.

E.   Payment of H-GAC's administrative fee:

Motorola will pay H-GAC in accordance with the payment terms of Contract No. RA01-08.

F.   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 date as set forth above and continues until the date of Final Project Acceptance or expiration of the Warranty Period, whichever occurs last.

Section 7   PROJECT MANAGEMENT

A.   If the size or complexity of the project warrants, Motorola will assign a Project Manager, who is authorized to exercise technical direction of this project. Motorola, at any time, may designate a new or alternate Project Manager with written notice to Purchaser and H-GAC.

B.   All matters affecting the terms of this Agreement or the administration thereof shall be referred to Motorola's cognizant Contract Administrator who shall have authority to negotiate changes in or amendments to this Agreement.

Section 8   NOTICE ADDRESSES

A.   Motorola, Inc.
       6450 Sequence Drive
       San Diego, Ca 92121
       Attn.: Law Department

B.   Williamson County (Purchaser)

       Project Director for Purchaser:

       John Sneed, Sr.
       Director of Williamson County Emergency Services
       P.O. Box 873
       Georgetown, TX 78627-0873

       Project Manager for Purchaser:

       Patrick Cobb
       Williamson County Emergency
       Communications Division Director
       508 S. Rock Street
       Georgetown, Texas 78626
       Office: 512-943-1206
       Mobile: 512-677-1547
       Pager: 512-404-2670
       pcobb@wilco.org

C.   Houston-Galveston Area Council
       3555 Timmons Lane, Suite 120
       Houston, Texas 77027

Attn.: Public Services Manager

Section 9   ORDER OF PRECEDENCE

In the event of an inconsistency in this Agreement, the inconsistency shall be resolved in the following order:

Exhibit A   General Provisions.

Exhibit B   Motorola Software License.

Exhibit C   Motorola's Statement of Work, System Description, Acceptance Test Plan and Equipment List.

Exhibit E   Above Warranty Services Statement of Work and Service Terms and Conditions

Exhibit D   Motorola/H-GAC Radio Communications Equipment & Systems Agreement dated January 1, 2008.

Section 10   DISPUTES

Motorola and the Purchaser will attempt to settle any claim or controversy arising out of this Agreement through consultation and negotiation in good faith and a spirit of mutual cooperation. If those attempts fail, then the dispute will be mediated by a mutually acceptable mediator to be chosen by Motorola and the Purchaser within thirty (30) days after written notice by one of the parties demanding non-binding mediation. Neither party may unreasonably withhold consent to the selection of a mediator, and Motorola and the Purchaser will share the cost of the mediation equally. By mutual agreement, however, Motorola and Purchaser may postpone mediation until both parties have completed some specified but limited discovery about the dispute. The parties may also agree to replace mediation with some other form of non-binding alternate dispute resolution procedure ("ADR").

Any dispute which cannot be resolved between the parties through negotiation or mediation within two (2) months of the date of the initial demand for it by one of the parties may then be submitted to a court of competent jurisdiction in Williamson County, Texas or in the Austin Division of the Western Federal District of Texas. Both Motorola and Purchaser consent to jurisdiction over it by such a court. The use of any ADR procedures will not be considered under the doctrine of laches, waiver or estoppel to affect adversely the rights of either party. Nothing shall prevent either of the parties from resorting to the judicial proceedings mentioned in this paragraph if (a) good faith efforts to attempt resolution of the dispute under these procedures have been unsuccessful or (b) interim relief from the court is necessary to prevent serious and irreparable injury to one of the parties or others.

Section 11   SEVERABILITY

If any portion of this Agreement or any exhibits hereto is held to be invalid, such provision or portion of such provision shall be considered severable, and the remainder of this Agreement shall not be affected.

Section 12   HEADINGS AND SECTION REFERENCES

The headings given to the paragraphs are inserted for convenience only and are in no way to be construed as part of this Agreement or as a limitation of the scope of the particular paragraph to which the heading refers.

Section 13   TERMINATION FOR CONVENIENCE

Purchaser may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Motorola. In the event of such termination, it is understood and agreed that only the amounts due to Motorola for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for County's termination of this Agreement for convenience.

Section 14   FULL AGREEMENT

This Agreement and its Exhibits constitute the final expression of the agreement of the parties and supersedes all previous agreements and understandings, whether written or oral, relating to the work. This Agreement may not be altered, amended, or modified except by written instrument signed by duly authorized representatives of the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the last day and year written below.

MOTOROLA, INC.	PURCHASER
By: _____ (Signature)	By: _____ (Signature)
Name: Edward Fuerst _____ (Print - Block Letters)	Name: Dan A. Gattis _____ (Print - Block Letters)
Title: MSSI Vide President & Director of Sales Government & Commercial Markets – Americas _____ (Print - Block Letters)	 Title: Williamson County Judge _____ (Print - Block Letters)
Date: June 17, 2010 _____	Date: _____

EXHIBIT A
GENERAL PROVISIONS
MOTOROLA, INC.

Section 1   STANDARDS OF WORK

Motorola agrees that the performance of work described in this Agreement and pursuant to this Agreement shall be done in a professional manner and shall conform to professional standards. All packaging and packing shall be in accordance with good commercial practice.

Section 2   TAXES

The prices set forth in the Agreement are exclusive of any amount for Federal, State or Local excise, sales, lease, gross income service, rental, use, property, occupation or similar taxes. If any taxes are determined applicable to this transaction or Motorola is required to pay or bear the burden thereof, the Purchaser agrees to pay to Motorola the amount of such taxes and any interest or penalty thereon no later than thirty (30) days after receipt of an invoice therefor.

Section 3   SHIPPING, TITLE AND RISK OF LOSS

All sales and deliveries are F.O.B. Destination. Motorola reserves the right to make deliveries in installments and the Agreement shall be severable as to such installments. Title to the equipment shall pass to the Purchaser upon receipt at the F.O.B. Destination. After delivery to the F.O.B. Destination, risk of loss and damage to the articles shall be borne by the Purchaser. The above notwithstanding, title to software and any third party supplied software shall not pass upon payment of the license fee therefor or under any circumstances.

Section 4   CHANGES IN THE WORK

A.   The Purchaser may, at any time, by written order, make changes within the general scope of the work, including but not limited to revisions of, or additions to, portions of the work, or changes in method of shipment or packaging and place of delivery.

B.   If any order under this Section 4 causes an increase or decrease in the cost of or time required for the performance of any part of the work under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified in writing accordingly. Motorola is not obligated to comply with any order hereunder unless and until the parties reach agreement as to the aforementioned equitable adjustment and same is reflected as an addendum to this Agreement.

Section 5   LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability whether for breach of contract, warranty, negligence, indemnification, strict liability in tort 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.IN NO EVENT WILL MOTOROLA BE LIABLE FOR ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOST PROFITS OR SAVINGS OR OTHER INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW.

Section 6   EXCUSABLE DELAYS

A.   Neither Motorola nor the Purchaser shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but are not be limited to, acts of God; fire; strikes; material shortages; compliance with laws or regulations; riots; acts of war; or any other conditions beyond the reasonable control of the party or parties.

B.   Delays as identified herein may cause an impact on the Period of Performance stated in the Agreement. Such delays will be subject to an Agreement addendum as described in Section 4.

Section 7   DEFAULT

A.   If Motorola is wholly responsible for failure to make delivery or complete installation under the Agreement, the Purchaser may consider Motorola to be in default, unless such failure has been caused by the conditions set forth in Section 6 of these General Provisions.

B.   The Purchaser shall give Motorola written notice of such default and Motorola shall have thirty (30) days to provide a plan of action to cure the default. If Motorola fails to cure the default, the Purchaser may terminate any unfulfilled portion of this Agreement or complete the system through a third party. In the event the Purchaser completes the system through a third party, Motorola shall be responsible for an amount in excess of the Agreement price, not to exceed the value of the terminated portion, incurred by the Purchaser in completing the system to a capability not exceeding that specified in the Agreement. IN THE EVENT OF DEFAULT, MOTOROLA SHALL NOT BE LIABLE FOR ANY INCIDENTAL, LIQUIDATED, SPECIAL OR CONSEQUENTIAL DAMAGES.

Section 8   DELAYS BY PURCHASER

If the Purchaser is responsible for delays which cause the installation and acceptance of this system, to be rescheduled beyond the Period of Performance set forth in the Agreement, the Purchaser shall be liable for actual costs incurred by Motorola resulting from these delays. Such charges may include, but are not limited to, additional Engineering; rescheduling charges; storage charges; maintenance charges; and transportation charges. The Purchaser shall have the option to attempt to minimize actual costs incurred by storing and transporting equipment at its own expense.

Section 9   LICENSES/AUTHORIZATION

The Purchaser is solely responsible for obtaining any licenses or other authorizations required by the Federal Communications Commission and for complying with FCC rules. Neither Motorola nor any of its employees is an agent or representative of the Purchaser in FCC matters or otherwise. Motorola, however, may assist in the preparation of the license application at no charge to the Purchaser. Purchaser acknowledges that project implementation is predicated on receipt of proper FCC licensing.

Section 10   INDEMNIFICATION

MOTOROLA AGREES TO AND HEREBY INDEMNIFIES AND SAVES PURCHASER AND/OR H-GAC HARMLESS FROM ALL LIABILITIES, JUDGMENTS, COSTS, DAMAGES AND EXPENSES WHICH MAY ACCRUE AGAINST, BE CHARGED TO, OR RECOVERED FROM THE PURCHASER AND/OR H-GAC BY REASON OF OR ON ACCOUNT OF DAMAGE TO THE TANGIBLE PROPERTY OF THE PURCHASER OR THE PROPERTY OF, INJURY TO, OR DEATH OF ANY PERSON, TO THE EXTENT AND IN THE PROPORTION THAT SUCH DAMAGE OR INJURY IS CAUSED BY MOTOROLA'S NEGLIGENT ACTS OR OMISSIONS OR THAT OF ITS EMPLOYEES, SUBCONTRACTORS, OR AGENTS WHILE ON THE PREMISES OF THE PURCHASER DURING THE DELIVERY AND INSTALLATION OF THE COMMUNICATIONS EQUIPMENT. IN NO EVENT WILL MOTOROLA BE LIABLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES.

Section 11   EQUIPMENT COMPATIBILITY; PRODUCT SUPPORT

Motorola agrees that the equipment, will perform in accordance with the specifications and representations stated in Motorola's Proposal and Equipment List included in this Agreement. This Agreement does not extend to the performance of the equipment as a part of a larger system generally nor specifically to equipment in combination with products, elements or components not supplied by Motorola.

Motorola will use commercially reasonable efforts to provide replacement parts for Motorola manufactured subscriber equipment for five (5) years and for Motorola manufactured fixed infrastructure equipment for seven (7) years, both from the date of last manufacture.   Motorola reserves the right to supply either assemblies or piece parts.

Section 12   WARRANTIES

A.   WARRANTY PERIOD. Upon System Acceptance, the System Functionality representation described below is fulfilled. The Equipment and Motorola Software is warranted for a period of one (1) year after System Acceptance ("Warranty Period") in accordance with the applicable limited warranties shown below. In no event will the warranty period last longer than eighteen (18) months after the Equipment and Software is shipped from Motorola. Purchaser must notify Motorola in writing if Equipment or Motorola Software does not conform to these warranties no later than one month after the expiration of the Warranty Period.

B.   SYSTEM FUNCTIONALITY. Motorola represents that the Communications System will satisfy the functional requirements in Exhibit C. Upon System Acceptance, this System Functionality representation is fulfilled. After System Acceptance, the Equipment Warranty set forth below and the Software Warranty set forth in the Software License Agreement will apply.

Motorola will not be responsible for performance deficiencies of the System caused by ancillary equipment not furnished by Motorola attached to or used in connection with the System provided hereunder. Additionally, Motorola will not be responsible for System performance when the functionality is reduced for reasons beyond Motorola's control including, but not limited to, i) an earthquake, adverse atmospheric conditions or other natural causes; ii) the construction of a building that adversely affects the microwave path reliability or RF coverage; iii) the addition of additional frequencies at System sites that cause RF interference or intermodulation; iv) Purchaser changes to load usage and/or configuration outside the parameters specified in Exhibit C; v) any other act of parties who are beyond Motorola's control, including Purchaser or its employees, contractors, consultants or agents.

C.   EQUIPMENT WARRANTY. Motorola warrants the Equipment against material defects in material and workmanship under normal use and service during the Warranty Period. Unless otherwise specified in writing, the Warranty Period for non-Motorola manufactured Equipment will be as stated in this Section. At no additional charge and at its option, Motorola will either repair the defective Equipment, replace it with the same or equivalent Equipment, or refund the purchase price of the defective Equipment, and such action on the part of Motorola will be the full extent of Motorola's liability hereunder. Repaired or replaced Equipment is warranted for the balance of the original applicable warranty period. All replaced parts of the Equipment shall become the property of Motorola.

THIS WARRANTY DOES NOT APPLY TO

a)   Defects or damage resulting from use of the Equipment in other than its normal and customary manner.

b)   Defects or damage occurring from misuse, accident, water or neglect.

c) Defects or damage occurring from testing, maintenance, installation, alteration, modification, or adjustment not provided by Motorola pursuant to this Communications System Agreement.

d) Breakage of or damage to antennas unless caused directly by defects in material or workmanship.

e) Equipment that has been subjected to unauthorized modifications, disassembly or repairs (including the addition to the Equipment of non-Motorola supplied equipment if not authorized by Motorola) which adversely affect performance of the Equipment or interfere with Motorola's normal warranty inspection and testing of the Equipment to verify any warranty claim.

f) Equipment that has had the serial number removed or made illegible.

g) Batteries (because they carry their own separate limited warranty).

h) Freight costs to the repair depot.

i) Equipment that has been subject to illegal or unauthorized alteration of the software/firmware in the Equipment.

j) Scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment.

k) Software.

l) Normal or customary wear and tear.

D. Motorola Software Warranty. Motorola Software is warranted in accordance with the terms of the Software License Agreement attached as Exhibit B.

E. These express limited warranties as set forth in this Section are extended by Motorola to the original end user purchasing or leasing the System for commercial, industrial, or governmental use only, and are not assignable or transferable. These are the complete warranties for the Equipment and Software provided pursuant to this Agreement.

F. THESE WARRANTIES ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL MOTOROLA BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE EQUIPMENT. IN NO

EVENT WILL MOTOROLA BE LIABLE FOR ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOST PROFITS OR SAVINGS OR OTHER INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE EQUIPMENT, TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW.

Section 13   CONFIDENTIAL INFORMATION

Motorola proprietary computer programs will be released in accordance with the Software License provisions set forth elsewhere, if applicable. All other material and information of confidential nature marked Motorola PROPRIETARY and CONFIDENTIAL will be released as necessary under the following conditions:

(1)   Purchaser shall exercise reasonable and prudent measures to keep these items in confidence.

(2)   Purchaser shall not disclose these items to third parties without prior written permission, unless Motorola makes them public or Purchaser learns them rightfully from sources independent of Motorola, or it is required by law to be disclosed.

(3)   Motorola, where necessary, retains the right to prescribe specific security measures for the Purchaser to follow to maintain the confidentiality.

In the event disclosure of such information is necessary, a separate Non-Disclosure Agreement will be required.

Section 14   SOFTWARE LICENSE

A.   Motorola Software. Any Motorola Software furnished will be licensed to Purchaser solely according to the terms and restrictions of the Software License Agreement attached as Exhibit B. Purchaser hereby accepts all of the terms and restrictions of the Software License Agreement.

B.   Non-Motorola Software. Any Non-Motorola Software furnished by Motorola will be subject to the terms and restrictions of its copyright owner unless such copyright owner has granted to Motorola the right to sublicense such Non-Motorola Software, in which case the Software License Agreement (including any addendum to satisfy such copyright owner's requirements) shall apply.

Section 15   PATENT INDEMNIFICATION

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 infringes upon the third party's United States patent or copyright ("Infringement Claim"), and Motorola will indemnify Customer for those costs and damages finally awarded against Customer for an 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.

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

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

Section 16   DISCLAIMER OF PATENT LICENSE

Nothing contained in this Agreement shall be deemed to grant, either directly or by implication, estoppel, or otherwise, any license under any patents or patent applications of Motorola, except that Purchaser shall have the normal non-exclusive royalty-free license to use that is implied, or otherwise arises by operation of law, in the sale of a product.

Section 17   WAIVER

Failure or delay on the part of Motorola or Purchaser to exercise right or power hereunder shall not operate as a waiver thereof.

Section 18   VENUE AND GOVERNING LAW

Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

Section 19   ASSIGNABILITY

The Agreement may not be assigned by any party hereto other than Motorola may assign this order to one of its Subsidiaries as in the normal course of business.

Section 20   MAINTENANCE SERVICE

During the Warranty Period for the Equipment, in addition to warranty services, Motorola will provide maintenance services for the Equipment and support for the Motorola Software pursuant to the terms of this Agreement, including the Above Warranty Services Statement of Work and Service Terms and Conditions. Such services and support are included in the Contract Price. If Customer wishes to purchase additional maintenance and support services for the Equipment during the Warranty Period, or any maintenance and support services for the Equipment after the Warranty Period, the description of and pricing for such services will be set forth in a separate document. If Customer wishes to purchase extended support for the Motorola Software after the Warranty Period, it may do so by ordering software subscription services. Unless otherwise agreed by the Parties in writing, the terms and conditions applicable to such maintenance, support or software subscription services will be Motorola's standard Service Terms and Conditions, together with the appropriate statements of work.

Section 21   RELATIONSHIP OF THE PARTIES

Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

Section 22   NO WAIVER OF IMMUNITIES

Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Purchaser, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Purchaser does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

Section 23   PURCHASER'S RIGHT TO AUDIT

Motorola agrees that Purchaser or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy, except for Motorola Confidential and Proprietary Information, such as, but not limited to, cost data, any and all books, documents, papers and records of Motorola which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Motorola agrees that Purchaser shall have access during normal working hours to all necessary Motorola facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Purchaser shall give Motorola reasonable advance notice of intended audits.

Section 24   NON-APPROPRIATION AND FISCAL FUNDING

The obligations of the parties under this Agreement do not constitute a general obligation or indebtedness of either party for which such party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that Purchaser shall have the right to terminate this Agreement at the end of any Williamson County fiscal year if the governing body of Purchaser does not appropriate sufficient funds as determined by Purchaser's budget for the fiscal year in question. Purchaser may effect such termination by giving written notice of termination at the end of its then-current fiscal year. However, Purchaser represents that sufficient funds have been encumbered for this project.

Section 25   PAYMENT, INTEREST AND LATE PAYMENTS

Purchaser's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by Purchaser within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by Purchaser in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Purchaser's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, Purchaser shall notify Motorola of the discrepancy. Following Purchaser's notification of any discrepancy as to an invoice, Motorola must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. Purchaser shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. Purchaser's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest

begin to accrue until the thirty-first (31ˢᵗ) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

Section 26   TEXAS PUBLIC INFORMATION ACT

To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Purchaser, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to Purchaser as to whether or not the same are available to the public. It is further understood that Purchaser's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Purchaser, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to Purchaser by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

Section 27   INSURANCE

During the term of this Agreement, Motorola agrees to provide and maintain the following insurance:

A.   Worker's Compensation in accordance with statutory requirements.

B.   Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1.0 Million per occurrence and $2.0 Million in the aggregate, including coverage on same for independent subcontractor(s). PURCHASER SHALL BE LISTED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

C.   Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of $1.0 Million per occurrence and $2.0 Million in the aggregate. Motorola shall require any subcontractor(s) to provide Automobile Liability Insurance in the same minimum amounts.

D.

Motorola shall not commence any field work under this Agreement until it has obtained all required insurance and such insurance has been approved by Purchaser. Motorola shall not allow any subcontractor(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained and approved. Approval of the insurance by Purchaser shall not relieve or decrease the liability of Motorola hereunder.

The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued. Motorola shall furnish Purchaser with a certification of coverage issued by the insurer. Motorola shall not cause any insurance to be canceled nor permit any insurance to lapse. ALL INSURANCE CERTIFICATES SHALL INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY SHALL NOT BE CANCELED OR REDUCED, RESTRICTED OR LIMITED DURING THIS AGREEMENT.

It is the intention of the Purchaser, and agreed to and hereby acknowledged by Motorola, that no provision of this Agreement shall be construed to require the Purchaser to submit to mandatory arbitration or mediation in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required by this Agreement which absolutely requires arbitration or mediation of such claim, or as otherwise required by law or a court of law with jurisdiction over the provisions of this Agreement.

SECTION 28 DAMAGE TO PROPERTY

Should Motorola or Motorola's agents, employees, contractors or representatives, in the performance of the services hereunder, ever damage property where the services are performed or within areas adjoining such property, whether it be real or personal property, Motorola shall be liable for such damage and shall be obligated to promptly repair the damaged property as close as reasonably practicable to its prior condition.

Exhibit B

Software License Agreement

This Exhibit B, Software License Agreement ("Agreement") is between Motorola, Inc., ("Motorola"), and Williamson County, Texas, a body corporate and politic ("Licensee").

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

Section 1   DEFINITIONS

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

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

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

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

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

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

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

Section 2   SCOPE

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

Section 3   GRANT OF LICENSE

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

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

Section 4   LIMITATIONS ON USE

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

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

4.3.   Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4.   When using Motorola's 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 internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

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

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

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

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

13.9   TEXAS PUBLIC INFORMATION. To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Licensee, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to Licensee as to whether or not the same are available to the public. It is further understood that Licensee's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Licensee, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to Licensee by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

Exhibit C

Technical and Implementation Documents

Exhibit D

Motorola/H-GAC Radio Communications Equipment & Systems Agreement

Exhibit E

Service Terms and Conditions

Motorola, Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1   APPLICABILITY

These Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support and/or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2   DEFINITIONS AND INTERPRETATION

2.1   "Agreement" means these Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2   "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3   "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3   ACCEPTANCE

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4   SCOPE OF SERVICES

4.1.   Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

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

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

4.4.   All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for such Equipment will terminate at the end of the month in which Motorola receives the written notice.

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

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

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

Section 5   EXCLUDED SERVICES

5.1.   Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2.   Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by such transmission medium.

Section 6   TIME AND PLACE OF SERVICE

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

Section 7   CUSTOMER CONTACT

Customer's Project Manager, as identified in the System Purchaser Agreement, will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8   PAYMENT

Customer's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by Customer within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by Customer in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Customer's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, Customer shall notify

Motorola of the discrepancy. Following Customer's notification of any discrepancy as to an invoice, Motorola must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. Customer shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. Customer's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

Section 9   WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of one (1) year from the date Final Acceptance. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10   DEFAULT/TERMINATION

10.1.   If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

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

Section 11   LIMITATION OF LIABILITY

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 OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12   EXCLUSIVE TERMS AND CONDITIONS

12.1.   This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or

representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

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

Section 13 PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial, financial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14 FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by such agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15 INTENTIONALLY DELETED

Section 16 MATERIALS, TOOLS AND EQUIPMENT

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

Section 17 GENERAL TERMS

17.1.   If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2.   This Agreement and the rights and duties of the parties will be governed and interpreted in accordance with the laws of the State in which the Services are performed.

17.3.   Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4.   Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5.   Motorola may assign its rights and obligations, and may subcontract any portion of its performance, under this Agreement.

17.6.   INTENTIONALLY DELETED.

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

17.8   Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another.   The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

17.9   Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Purchaser, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party.   Purchaser does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

17.10   Motorola agrees that Purchaser or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Motorola which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.   Motorola agrees that Purchaser shall have access during normal working hours to all necessary Motorola facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section.   Purchaser shall give Motorola reasonable advance notice of intended audits.

17.11   The obligations of the parties under this Agreement do not constitute a general obligation or indebtedness of either party for which such party is obligated to levy, pledge, or collect any form of taxation.   It is understood and agreed that Purchaser shall have the right to terminate this Agreement at the end of any Williamson County fiscal year if the governing body of Purchaser does not appropriate sufficient funds as determined by Purchaser's budget for the fiscal year in question.   Purchaser may effect such termination by giving written notice of termination at the end of its then-current fiscal year.