V.24 Configuration

The enhanced CCGW provides four (low density version) or eight (high density version) V.24 ports to which ASTRO 25 conventional channels may be connected. The V.24 ports on the CCGW are connected to the V.24 ports on the base station or comparator. The V.24 ports are also used for the ACIM link connections to consolettes.

Mixed Mode Configuration

Both the low density and high density versions of the enhanced CCGW support mixed mode channels. These channels are shared between digital radio users and analog radio users. When a digital call is generated either by the MCC 7500 console or a radio user, the V.24 port provides the digital voice path to and from the radio system. Mixed mode operation does not use an IP link for digital audio routing. For analog radio calls, the 2 or 4 wire ports provide the analog voice path, while the V.24 ports will provide control and signaling information for the channel.

IP Conventional Gateway

Both the low density and high density enhanced CCGWs can support up to 16 G-Series-based ASTRO 25 conventional channels via the radio system's IP network. The IP interface uses the same Ethernet cable that the enhanced CCGW uses for everything else. The 16 IP-connected channels are in addition to any analog or V.24 channels that may also be connected to the enhanced CCGW.

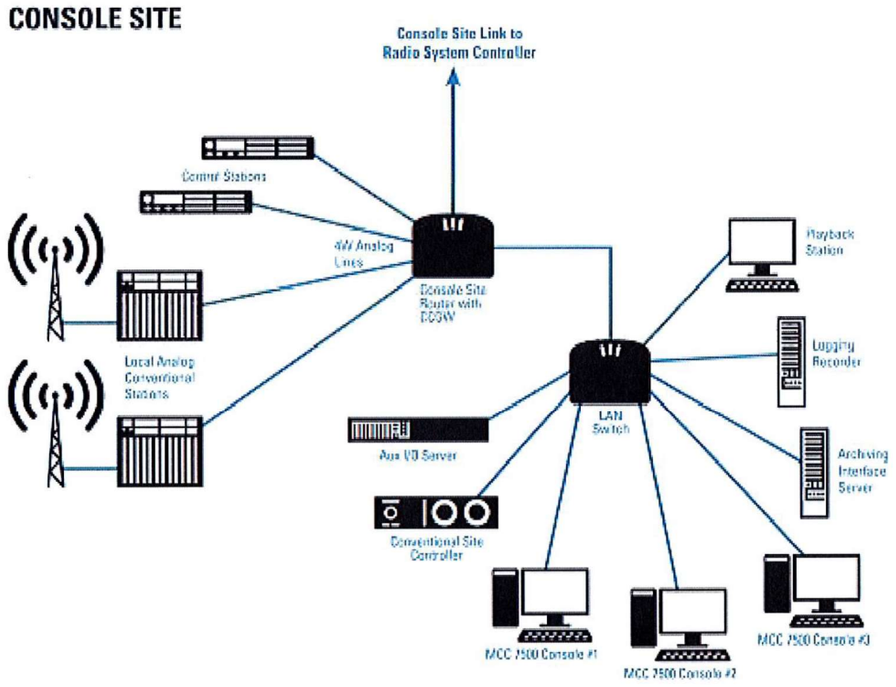

Figure 1-2: Example of a console site with a conventional site controller.

1.4 SPILLMAN CAD SOLUTION

Refer to Attachment A, titled Attament A_Spillman Solution

1.5 VERINT IP RECORDER SOLUTION

Refer to Attachment B, titled Attament B_Verint Solution

STATEMENT OF WORK

2.1 CONTRACT

2.1.1 Contract Award (Milestone)

The Customer and Motorola execute the contract and both parties receive all the necessary documentation.

2.1.2 Contract Administration

Motorola Responsibilities:

- Assign a Project Manager, as the single point of contact with authority to make project decisions.
- Assign resources necessary for project implementation.
- Set up the project in the Motorola information system.
- Schedule the project kickoff meeting with the Customer.

Customer Responsibilities:

Assign a Project Manager, as the single point of contact responsible for Customer-signed approvals. Assign other resources necessary to ensure completion of project tasks for which the Customer is responsible.

Completion Criteria:

- Motorola internal processes are set up for project management.
- Both Motorola and the Customer assign all required resources.
- Project kickoff meeting is scheduled.

2.1.3 Project Kickoff

Motorola Responsibilities:

- Conduct a project kickoff meeting during the Contract Design Review (CDR) phase of the project.
- Ensure key project team participants attend the meeting.
- Introduce all project participants attending the meeting.
- Review the roles of the project participants to identify communication flows and decision-making authority between project participants.
- Review the overall project scope and objectives with the Customer.
- Review the resource and scheduling requirements with the Customer.
- Review the Project Schedule with the Customer to address upcoming milestones and/or events.

- Review the teams' interactions (Motorola and the Customer), meetings, reports, milestone acceptance, and the Customer's participation in particular phases.

Customer Responsibilities:

- The Customer's key project team participants attend the meeting.
- Review Motorola and Customer responsibilities.

Completion Criteria:

- Project kickoff meeting completed.
- Meeting notes identify the next action items.

2.2 CONTRACT DESIGN REVIEW

2.2.1 Review Contract Design

Motorola Responsibilities:

- Meet with the Customer project team.
- Review the operational requirements and the impact of those requirements on various equipment configurations.
- Establish a defined baseline for the system design and identify any special product requirements and their impact on system implementation.
- Review the System Design, Statement of Work, Project Schedule, and Acceptance Test Plans, and update the contract documents accordingly.
- Discuss the proposed Cutover Plan and methods to document a detailed procedure.
- Submit design documents to the Customer for approval. These documents form the basis of the system, which Motorola will manufacture, assemble, stage, and install.
- Prepare equipment layout plans for staging.
- Provide minimum acceptable performance specifications for microwave, fiber, or copper links.
- Establish demarcation point to define the connection point between the Motorola-supplied equipment and the Customer-supplied link(s) and external interfaces.

Customer Responsibilities:

- The Customer's key project team participants attend the meeting.
- Make timely decisions, according to the Project Schedule.

Completion Criteria:

- Incorporate any deviations from the proposed system into the contract documents accordingly.
- The system design is "frozen" in preparation for subsequent project phases such as Order Processing and Manufacturing.
- A Change Order is executed in accordance with all material changes resulting from the Design Review to the contract.

2.3 ORDER PROCESSING

2.3.1 Process Equipment List

Motorola Responsibilities:

- Validate Equipment List by checking for valid model numbers, versions, compatible options to main equipment, and delivery data.
- Enter order into Motorola's Customer Order Fulfillment (COF) system.
- Reconcile the equipment list(s) to the Contract.

Customer Responsibilities:

- Provide shipping location(s).
- Complete and provide Tax Certificate information verifying tax status of shipping location.

Completion Criteria:

- Verify that the Equipment List contains the correct model numbers, version, options, and delivery data.
- Trial validation completed.
- Bridge the equipment order to the manufacturing facility.

2.4 MANUFACTURING

2.4.1 Manufacture Motorola Equipment

Motorola Responsibilities:

Manufacture the Motorola fixed and non-Motorola equipment necessary for the system based on equipment order.

Customer Responsibilities:

None.

Completion Criteria:

FNE shipped to the customer

2.4.2 Ship Equipment to Field

Motorola Responsibilities:

- Pack system for shipment to final destination.
- Arrange for shipment to the field.

Customer Responsibilities:

Customer to provide shipment location.

Completion Criteria:

Equipment ready for shipment to the field.

2.5 SYSTEM INSTALLATION

2.5.1 Console Installation

Motorola Responsibilities:

- Install the AIS server and Firewall in the space provided by the Customer.
- Install CCGW in the space provided by the customer.
- Connect the Customer-supplied, previously-identified circuits into the console, to a demarcation point located within 25 feet of the console interface.
- Terminate the audio outputs for the logged talkgroups onto a punchblock.
- Perform the programming, based on the console templates designed during the fleetmapping process.

Customer Responsibilities:

- Provide demarcation point located within 25 feet of the console interface.

Completion Criteria:

Console installation is complete.

Design Assumptions:

Motorola has made several system design assumptions in preparing this proposal, which are noted below. Should any of these assumptions be incorrect, Motorola reserves the right to amend the proposal which could result in a change in project scope, schedule, and/or cost. Motorola will need to verify all assumptions or seek alternate solutions in the case of invalid assumptions.

- This quote does not include considerations for any site specific installation requirements, including but not limited to:
  - HVAC
  - Floor Loading
  - Power sourcing/loading
  - Breaker panel availability
  - Surge suppression, beyond that provided by Motorola for new equipment
- All power/HVAC will be provided by the customer:
  - Equipment power is to be 120V AC
  - The demarcation point will be the circuit distribution devices in the equipment racks.
  - The customer will provide NEC and R56 compliant TVSS power panel protection and grounding connection points for all rack-mounted equipment
  - The customer will provide a connection to the building grounding system at each operator position.

- All existing sites or equipment locations will have sufficient space available for the system described. The customer will be responsible to secure the use of existing equipment racks and power/grounding systems for the proposed hardware from existing site owners
- Motorola is not providing any console workspace furniture or enclosures. The customer will be responsible for providing furniture and any custom equipment to accommodate the console operator terminal(s) and to suit individual dispatcher preferences
- Any site/location or facility upgrades or modifications are the responsibility of the customer.
- Approved local, State, or Federal permits as may be required for the installation and operation of the proposed equipment are the responsibility of the customer.
- This proposal/design does not make any claims with regards to equivalent functionality between the existing console dispatch equipment/design and the MCC 7500 dispatch equipment.
- The provided CCGWs support conventional stations that utilize four-wire analog E&M (Type II) or Tone-Remote Controlled (TRC) interfaces.
  - Motorola assumes that all existing conventional resources utilize keying methods that are compatible with the provided CCGWs
  - The CCGW does not support DC-controlled, SB9600 or two-wire audio connections.
- Motorola has not made any provisions in its design for connection of third-party systems to its dispatch hardware, this includes but is not limited to:
- The MCC7500 supports Private AUX I/O connections. The Private AUX I/O functions are limited to:
  - Call on Selected Channel
  - Op PTT
  - Emergency Beacon
  - Activate Private Relay when Public AUXI/O is active
- Any required system interconnections not specifically outlined here will be provided by the Customer. These may include dedicated phone circuits, microwave links or other types of connectivity.
- No box level or performance spec testing will be conducted.
- No lifecycle services have been included for the console site.

2.5.2 Installation Complete

Console installation completed and accepted by the Customer.

- All existing sites or equipment locations will have sufficient space available for the system described. The customer will be responsible to secure the use of existing equipment racks and power/grounding systems for the proposed hardware from existing site owners
- Motorola is not providing any console workspace furniture or enclosures. The customer will be responsible for providing furniture and any custom equipment to accommodate the console operator terminal(s) and to suit individual dispatcher preferences
- Any site/location or facility upgrades or modifications are the responsibility of the customer.
- Approved local, State, or Federal permits as may be required for the installation and operation of the proposed equipment are the responsibility of the customer.
- This proposal/design does not make any claims with regards to equivalent functionality between the existing console dispatch equipment/design and the MCC 7500 dispatch equipment.
- The provided CCGWs support conventional stations that utilize four-wire analog E&M (Type II) or Tone-Remote Controlled (TRC) interfaces.
  - Motorola assumes that all existing conventional resources utilize keying methods that are compatible with the provided CCGWs
  - The CCGW does not support DC-controlled, SB9600 or two-wire audio connections.
- Motorola has not made any provisions in its design for connection of third-party systems to its dispatch hardware, this includes but is not limited to:
- The MCC7500 supports Private AUX I/O connections. The Private AUX I/O functions are limited to:
  - Call on Selected Channel
  - Op PTT
  - Emergency Beacon
  - Activate Private Relay when Public AUXI/O is active
- Any required system interconnections not specifically outlined here will be provided by the Customer. These may include dedicated phone circuits, microwave links or other types of connectivity.
- No box level or performance spec testing will be conducted.
- No lifecycle services have been included for the console site.

2.5.2 Installation Complete

Console installation completed and accepted by the Customer.

2.6 SYSTEM OPTIMIZATION

2.6.1 Optimize System FNE

Motorola Responsibilities:

- Verify that all equipment is operating properly and that all electrical and signal levels are set accurately.
- Check audio and data levels to verify factory settings.
- Test features and functionality are in accordance with manufacturers' specifications and that they comply with the final configuration established during the CDR/system staging.
- Set up the consoles on the new radio system to perform the dispatching operation.

Customer Responsibilities:

- Provide required radio ID and alias information to enable alias database setup for interface to console.
- Dispatchers to use the existing conventional system icons for dispatching until cutover.
- Completion Criteria:

System FNE optimization is complete.

2.6.2 Optimization Complete

System optimization is completed. Motorola and the Customer agree that the equipment is ready for acceptance testing.

2.7 TRAINING

2.7.1 Perform Training

Motorola Responsibilities:

- Finalize training schedules with Project Manager.
- Conduct the training classes outlined in the Training Plan.

Customer Responsibilities:

- Attend training classes.

Completion Criteria:

All training classes completed.

2.8 CONDUCT FIELD ATP

Motorola Responsibilities:

- Conduct the Field ATP upon functional testing documents approved during the Design Review phase.
- If any major task as contractually described fails, repeat that particular task after Motorola determines that corrective action has been taken.
- Document all issues that arise during the acceptance tests.
- Document the results of the acceptance tests and present to the Customer for review.
- Resolve any minor task failures before Final System Acceptance.

Customer Responsibilities:

Witness the Field ATP.

Completion Criteria:

- Successful completion of the Field ATP.
- Customer approval of the Field ATP.

2.8.1 System Acceptance Test Procedures (Milestone)

Customer approves the completion of all the required tests.

2.9 FINALIZE

2.9.1 Cutover

Motorola Responsibilities:

- Motorola and the Customer develop a mutually agreed upon cutover plan based upon discussions held during the CDR.
- During cutover, follow the written plan and implement the defined contingencies, as required.
- Conduct cutover meeting(s) to address both how to mitigate technical and communication problem impact to the users during cutover and during the general operation of the system.

Customer Responsibilities:

- Attend cutover meetings and approve the cutover plan.
- Notify the user group(s) affected by the cutover (date and time).
- Conduct a roll call of all users working during the cutover, in an organized and methodical manner.

Completion Criteria:

Successful migration from the old system to the new system.

2.9.2 Resolve Punchlist

Motorola Responsibilities:

Work with the Customer to resolve punchlist items, documented during the Acceptance Testing phase, in order to meet all the criteria for final system acceptance.

Customer Responsibilities:

Assist Motorola with resolution of identified punchlist items by providing support, such as access to the sites, equipment and system, and approval of the resolved punchlist item(s).

Completion Criteria:

All punchlist items resolved and approved by the Customer.

2.9.3 Transition to Service/Project Transition Certificate

Motorola Responsibilities:

- Review the items necessary for transitioning the project to warranty support and service.
- Provide a Customer Support Plan detailing the warranty and post-warranty support, if applicable, associated with the Contract equipment.
- Provide additional information regarding post-warranty support, included in the Warranty/Post-Warranty section of this document.

Customer Responsibilities:

Participate in the Transition Service/Project Transition Certificate (PTC) process.

Completion Criteria:

All service information has been delivered and approved by the Customer.

2.9.4 Finalize Documentation

Motorola Responsibilities:

Provide the following documents:

- System-Level Diagram as shown on the system diagram section of this proposal.
- Rack Diagrams
- ATP Test Checklists
- Field Acceptance Test Plan Test Sheets and Results

Customer Responsibilities:

Receive and approve all documentation provided by Motorola.

Completion Criteria:

All required documentation is provided and approved by the Customer.

2.9.5 Final Acceptance (Milestone)

All deliverables completed, as contractually required.

Final System Acceptance received from the Customer.

2.10 PROJECT ADMINISTRATION

2.10.1 Project Status Meetings

Motorola Responsibilities:

- Motorola Project Manager, or designee, will attend all project status meetings with the Customer, as determined during the CDR.
- Record the meeting minutes and supply the report.
- The agenda will include the following:
  - Overall project status compared to the Project Schedule.
  - Product or service related issues that may affect the Project Schedule.
  - Status of the action items and the responsibilities associated with them, in accordance with the Project Schedule.
  - Any miscellaneous concerns of either the Customer or Motorola.

Customer Responsibilities:

- Attend meetings.
- Respond to issues in a timely manner.

Completion Criteria:

Completion of the meetings and submission of meeting minutes.

2.10.2 Progress Milestone Submittal

Motorola Responsibilities:

Submit progress (non-payment) milestone completion certificate/documentation.

Customer Responsibilities:

Approve milestone, which will signify confirmation of completion of the work associated with the scheduled task.

Completion Criteria:

The Customer approval of the Milestone Completion document(s).

2.10.3 Change Order Process

Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will

agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

SECTION 3

SERVICE/WARRANTY

Motorola has the most comprehensive service organization in the Land Mobile Industry. Since 1947, we have been building a unique service team, national in scope, but local in its ability to respond to our Customer's diverse needs. As product and system complexity has evolved over the years, the Motorola Global Solutions and Service Division has responded by developing new service products and programs to match the evolution. This ensures that we have the ability to provide service products to effectively maintain your system.

Motorola's 1st year warranty includes Dispatch, Technical Support, Infrastructure Repair with Advanced Replacement, Onsite Infrastructure Response, and Network Preventative maintenance 24 hrs a day, 7 days a week.

EQUIPMENT LIST

4.1 AIS SERVER FIREWALL SYSTEM

Qty	Nomenclature	Description	Unit Cost	Extended Cost
		FIRE WALL		
1	DDN9590	SSG140 FIREWALL W/ 2 YEARS SUPPORT	$ 6,500.00	$6,500.00
1	T7413	JUNIPER FIREWALL RECOVERY MEDIA	$ 100.00	$100.00
		Conventional Channel Gateway (1)		
1	SQM01SUM0205	GGM 8000 GATEWAY	$ 4,200.00	$ 4,200
1	CA01616AA	ADD: AC POWER	$ -	$-
1	CA01618AA	ADD: CONV CHAN GATEWAY (4 ports)	$ 2,000.00	$ 2,000
		AIS Server Equipment		
1	B1933	MOTOROLA VOICE PROCESSOR MODULE	$ 11,920.00	$11,920.00
1	CA00288AB	ADD: MCC 7500 ARCHIVING INTERFACE SERVER SOFTWARE LICENSE	$ 15,060.00	$15,060.00
1	CA00140AA	ADD: AC LINE CORD, NORTH AMERICAN	$ -	$-
1	CA00147AF	ADD: MCC 7500 SECURE OPERATION	$ 3,250.00	$3,250.00
1	CA00182AB	ADD: AES ALGORITHM	$ 750.00	$750.00
1	CA00245AA	ADD: ADP ALGORITHM	$ 300.00	$300.00
1	TT2833	COMPUTER, Z440 WORKSTATION WINDOWS 7 (NON RETURNABLE)	$ 2,950.00	$2,950.00
1	T7449	WINDOWS SUPPLEMENTAL TRANS CONFIG	$ 50.00	$50.00
1	DSSEP121LICENSE	SYMANTEC ENDPOINT PROTECTION VER 12.1 NO MEDIA	$ 63.25	$63.25
1	DSSEP1105MEDIA	SYMANTEC ENDPOINT PROTECTION 11.0.5 MEDIA DUPE NO LICENSE	$ 18.25	$18.25

PRICING

Motorola has provided this pricing summary for Preston County E-911, for detailed pricing please refer to the Spillman and Verint attachments.

Item	Equipment Description	Price
1	ECW • Return of Polycom Side Car, Media Gateway, Cabinet, Pos recorder kit, ALI modem, and UPS • Acquisition of PDU, APC Rack Mount, Horz, 8 ports	($ 12,998.20) $ 2,408.00
2	MCC 7500 Dispatch Console System: • AIS Server, Firewall, Conventional Channel Gateway • Installation • Credit for returned Dispatch Console items •	$ 47,162 $ 0 ($ 1,514.53)
3	Spillman CAD Solution: • Software • Installation Services, 1st year maintenance • Yrs 2-10 maintenance	$ 182,784 $ 90,755 $ 203,823
4	Verint IP Recorder System: • Telephone, Radio and Archive Server, Hw and Sw • Implementation, training, 1st yr maintenance • (price reduction reflects removal of Quality Management recording of each operating position)	$ 87,609 $ 24,985
	Discount in honor of Preston County Public Safety for signed contract for ECW, MCC 7500 Dispatch, Spillman CAD and Verint IP Recording Solutions	($ 10,000)
	Final Proposal Price	**$ 615,013**

SECTION 6

PAYMENT TERMS

Please refer to the Payment Schedule included in the Equipment Lease-Purchase Agreement for payment terms on remaining contract value.

SECTION 7

COMMUNICATIONS SYSTEM AGREEMENT

(LEASE)

Motorola Solutions, Inc. ("Motorola") and Preston County, West Virginia ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the System, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

Section 1 EXHIBITS

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

Exhibit A	"Motorola Software License Agreement"	
Exhibit B	(Reserved)	
Exhibit C	Technical and Implementation Documents	
	C-1	"System Description" dated _____
	C-2	"Equipment List" dated _____
	C-3	"Statement of Work" dated _____
	C-4	"Acceptance Test Plan" or "ATP" dated _____
	C-5	"Performance Schedule" dated _____
Exhibit D	Additional Services Terms	
	D-1	Maintenance, Support, and Installation Terms
	D-2	Professional Services Terms
	D-3	Software as a Service Terms
		Attachment A – CommandCentral Services Additional Terms
	D-4	Spillman Maintenance and Support Agreement
Exhibit E	Statement(s) of Work or SOW(s)	
	E-1	Maintenance SOW(s)
	E-2	Professional Services SOW(s)
	E-3	Subscription Services SOW(s)
	E-4	SUA or SUA II SOW(s)
Exhibit F	Additional Terms for License and Purchase of Spillman Offerings	
Exhibit G	"System Acceptance Certificate"	

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

"Acceptance Tests" means those tests described in the Acceptance Test Plan.

"Administrative User Credentials" means an account that has total access over the operating system, files, end user accounts and passwords at either the System level or box level. Customer's personnel with access to the Administrative User Credentials may be referred to as the Administrative User.

"Beneficial Use" means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).

"Confidential Information" means all information consistent with the fulfillment of this Agreement that is (i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. The nature and existence of this Agreement are considered Confidential Information. Confidential Information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

"Contract Price" means the price for the System and Services, excluding applicable sales or similar taxes and freight charges.

"Deliverables" means all written information (such as reports, specifications, designs, plans, drawings, analytics, Solution Data, or other technical or business information) that Motorola prepares for Customer in the performance of the Services and is obligated to provide to Customer under this Agreement. The Deliverables, if any, are more fully described in the Statement of Work.

"**Derivative Proprietary Materials**" means derivatives of the Proprietary Materials that Motorola may from time to time, including during the course of providing the Services, develop and/or use and/or to which Motorola provides Customer access.

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

"Equipment" means the hardware components of the Solution that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.

"Equipment Lease-Purchase Agreement" means the agreement by which Customer finances all or a portion of the Contract Price.

"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).

"Motorola Software" means software that Motorola or its affiliated companies owns.

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

"Open Source Software" (also called "freeware" or "shareware") means software with either freely obtainable source code, license for modification, or permission for free distribution.

"Proprietary Materials" means certain software tools and/or other technical materials, including, but not limited to, data, modules, components, designs, utilities, subsets, objects, program listings, models, methodologies, programs, systems, analysis frameworks, leading practices and specifications which Motorola has developed prior to, or independently from, the provision of the Services and/or which Motorola licenses from third parties.

"Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software,

including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

"Services" means maintenance, support, subscription, or other professional services provided under this Agreement, which may be further described in the applicable SOW.

"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.

"Software Support Policy" ("SwSP") means the policy set forth at http://www.motorolasolutions.com/softwarepolicy describing the specific technical support that will be provided to Customers under the Warranty Period and during any paid maintenance support period for Motorola Software. This policy may be modified from time to time at Motorola's discretion.

"Solution" means the combination of the System(s) and Services provided by Motorola under this Agreement.

"Solution Data" means Customer data that is transformed, altered, processed, aggregated, correlated or operated on by Motorola, its vendors or other data sources and data that has been manipulated or retrieved using Motorola know-how to produce value-added content that is made available to Customer with the Solution and Services.

"Specifications" means the functionality and performance requirements that are described in the Technical and Implementation Documents.

"SUA" means Motorola's Software Upgrade Agreement program.

"Subsystem" means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical and Implementation Documents.

"System" means the Equipment, including incidental hardware and materials, Software, and design, installation and implementation services that are combined together into an integrated system; the System(s) is (are) described in the Technical and Implementation Documents.

"System Acceptance" means the Acceptance Tests have been successfully completed.

"Warranty Period" for System Hardware, Software, or services related to system implementation means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first. Warranty Period for professional Services means ninety (90) days from performance of the Service.

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. SCOPE OF WORK. Motorola will provide, install and test the System(s), and perform its other contractual responsibilities to provide the Solution, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2. CHANGE ORDERS. Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. TERM. Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, whichever occurs last.

3.4. ADDITIONAL EQUIPMENT OR SOFTWARE. For three (3) years after the expiration date of the Agreement, Customer may order additional Equipment or Software, if it is then available. Each purchase order must refer to this Agreement, the expiration date of the Agreement, and must specify the pricing and delivery terms. The Parties agree that, notwithstanding expiration of the Agreement, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Additional or contrary terms in the purchase order will be inapplicable, unless signed by both parties. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within twenty (20) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through Motorola Online ("MOL"), and this Agreement will be the "Underlying Agreement" for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at https://businessonline.motorolasolutions.com and the MOL telephone number is (800) 814-0601.

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

3.6. NON-MOTOROLA SOFTWARE. Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software.

3.7. SUBSTITUTIONS. At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

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

3.10. SPILLMAN OFFERINGS ADDITIONAL TERMS. If Customer licenses or purchases Spillman Technologies (a Motorola Solutions Company) product offerings, the Additional Terms for License and Purchase of Spillman Offerings in Exhibit F will apply to such offerings.

Section 4 SERVICES

4.1. If Customer desires and Motorola agrees to continue Services beyond the Term, Customer's issuance and Motorola's acceptance of a purchase order for Services will serve as an automatic extension of the

Agreement for purposes of the continuing Services. Only the terms and conditions applicable to the performance of Services will apply to the extended Agreement.

4.2. MAINTENANCE AND SUPPORT SERVICES. During the Warranty Period, in addition to warranty services, Motorola will provide maintenance Services for the Equipment and support for the Motorola Software pursuant to the Statement of Work set forth in Exhibit E -1. Support for the Motorola Software will be in accordance with Motorola's established Software Support Policy. Copies of the SwSP can be found at http://www.motorolasolutions.com/softwarepolicy and will be sent by mail, email or fax to Customer upon written request. Maintenance Services and support during the Warranty Period are included in the Contract Price. If Customer wishes to purchase 1) additional maintenance or software support services during the Warranty Period; or 2) continue or expand maintenance, software support, and installation services after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document. Unless otherwise agreed by the parties in writing, the terms and conditions in this Agreement applicable to those maintenance, support, and installation Services and the applicable Statements of Work, and the maintenance proposal will govern the provision of such services.

To obtain additional maintenance and software support services, Customer will issue a purchase order referring to this Agreement and the separate proposal document. Omission of reference to this Agreement in Customer's purchase order will not affect the applicability of this Agreement. Motorola's proposal may include a cover page entitled "Service Agreement" or "Installation Agreement", as applicable, and other attachments. These cover pages and other attachments are incorporated into this Agreement by this reference.

4.3. PROFESSIONAL SERVICES. If Customer purchases professional Services as part of the Solution, the Additional Professional Services Terms in Exhibit D-2 will apply to those services. Customer may also purchase additional professional services by issuing a purchase order referencing this Agreement and Motorola's proposal for such additional services.

4.4. SUBSCRIPTION SERVICES. If Customer purchases software as a service subscription, the Additional Software as a Service Terms in Exhibit D-3 will apply to those Services. Data viewed or accessed in connection with the Services is and will remain Motorola's property, will be deemed Confidential Information. This Confidential Information will be promptly returned at Motorola's request.

4.5 SUA SERVICES. If Customer purchases SUA services, the Additional SUA Terms applicable provisions of this Agreement (except for passage of title and risk of loss to Equipment, warranty commencement) will govern the implementation of the System Upgrades. Title and risk of loss to Equipment will pass at shipment, and warranty will commence upon delivery. The Statement of Work will be set forth in Exhibit E-4.

4.6. SPILLMAN OFFERINGS MAINTENANCE AND SUPPORT. If Customer purchases maintenance and support Services for Spillman Technologies (a Motorola Solutions Company) product offerings, the provision of such maintenance and support Services will be governed solely by the terms and conditions of the Spillman Maintenance and Support Agreement in Exhibit D-4.

4.6. Any information in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer in providing Services under this Agreement or data viewed, accessed, will remain Motorola's property, will be deemed proprietary, Confidential Information. This Confidential Information will be promptly returned at Motorola's request.

4.7. TOOLS. All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of providing Services under 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. Upon termination of the contract for any reason, Customer shall return to Motorola all equipment delivered to Customer.

4.8. COVENANT NOT TO EMPLOY. During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend

employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering Services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

4.9. CUSTOMER OBLIGATIONS. If the Statement of Work contains assumptions that affect the Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola concerning the Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to perform the Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this paragraph.

4.10. NON-PRECLUSION. If, as a result of the Services performed under this Agreement, Motorola recommends that Customer purchase products or other services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement or other laws, regulations, or policies.

4.11. ASSUMPTIONS. If any assumptions or conditions contained in this Agreement or applicable Statement of Work prove to be incorrect or if Customer's obligations are not performed, Motorola's ability to perform under this Agreement may be impacted and changes to the Contract Price, project schedule, Deliverables, or other changes may be necessary.

4.12. PROPRIETARY MATERIALS. Customer acknowledges that Motorola may use and/or provide Customer with access to Proprietary Materials and Derivative Proprietary Materials. The Proprietary Materials and the Derivative Proprietary Materials are the sole and exclusive property of Motorola and Motorola retains all right, title and interest in and to the Proprietary Materials and Derivative Proprietary Materials.

4.13. ADDITIONAL SERVICES. Any services performed by Motorola outside the scope of this Agreement at the direction of Customer will be considered to be additional Services which are subject to additional charges. Any agreement to perform additional Services will be reflected in a written and executed change order or amendment to this Agreement.

Section 5 PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance.

Section 6 CONTRACT PRICE, PAYMENT AND INVOICING

6.1. Customer affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service and that Customer will appropriate funds according to the Payment Schedule. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in Section 3.2 of this Agreement. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment per this Agreement.

6.2. CONTRACT PRICE. The Contract Price in U.S. dollars is $_____615.013.00_____. The Contract Price will be paid via the disbursement of the financing proceeds pursuant to the Equipment Lease-Purchase Agreement executed between the parties. If Customer purchases software as a service subscription, Subscription Services will be invoiced pursuant to Section 4.1 of Exhibit D-3. If applicable, a pricing summary is included with the Payment Schedule. Motorola has priced the Services, Software, and Equipment as an integrated System. A reduction in Software or Equipment quantities, or Services, may affect the overall Contract

Price, including discounts if applicable. For Customer's reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800.

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

6.4. INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address:
Preston County Commission - 106 West Main St., Suite 202
Kingwood, WV 26537

The address which is the ultimate destination where the Equipment will be delivered to Customer is:
Preston County E911 - 300 Rich Wolfe Drive
Kingwood, WV 26537

The Equipment will be shipped to the Customer at the following address (insert if this information is known):
Same as ultimate destination above.

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

Section 7 SITES AND SITE CONDITIONS

7.1. ACCESS TO SITES. In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the worksites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.

7.2. SITE CONDITIONS. Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

7.3. SITE ISSUES. If a Party determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

Section 8 TRAINING

Any training to be provided by Motorola to Customer will be described in the Statement of Work. Customer will notify Motorola immediately if a date change for a scheduled training program is required. If Motorola incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, Motorola may recover these additional costs.

Section 9 SYSTEM ACCEPTANCE

9.1. COMMENCEMENT OF ACCEPTANCE TESTING. Motorola will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

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

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

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

Section 10 REPRESENTATIONS AND WARRANTIES

10.1. SYSTEM FUNCTIONALITY. Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or Customer changes to load usage or configuration outside the Specifications.

10.2. EQUIPMENT WARRANTY. During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

10.3. SOFTWARE WARRANTY. Except as described in the SwSP and unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Software in accordance with the warranty terms set forth in the Software License Agreement and the provisions of this Section that are applicable to the Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. **Nothing in this Warranty provision is intended to conflict or modify the Software Support Policy. In the event of an ambiguity or conflict between the Software Warranty and Software Support Policy, the Software Support Policy governs.** TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A