



## Section 2A. System Drawing

System Drawing is included on the pages that follow.

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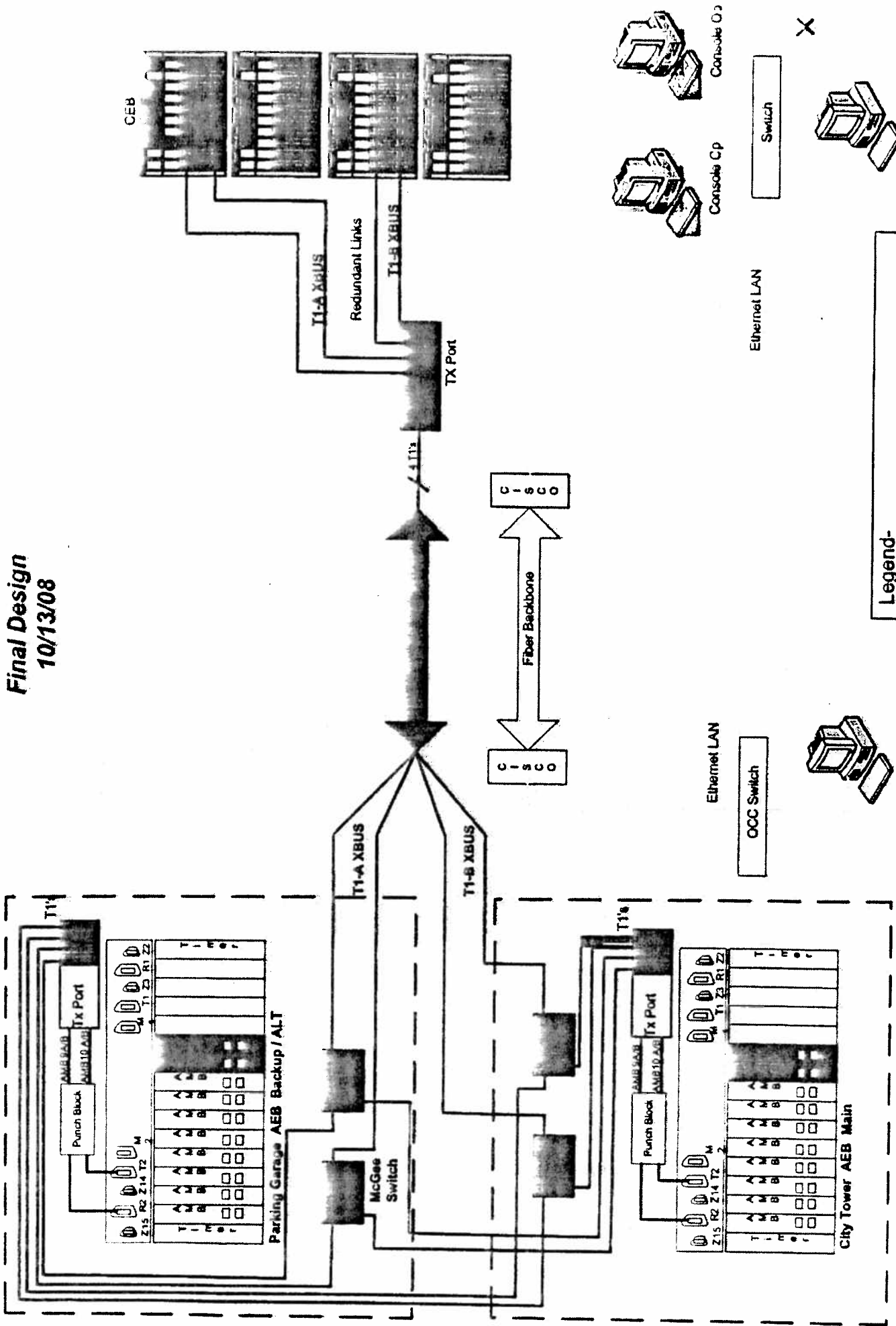
**Chicago Department of Aviation**  
O'Hare-Midway Console Interface Project  
System Drawing  
October 23, 2008

# O'Hare to Midway Dispatch Project

O'Hare

Final Design  
10/13/08

Midway



Legend-  
Additional Equipment  
Additional T1's that must be obtained





### Section 3. Equipment List

Qty	Model/Number	Description
1	B1879	CENTRACOM GOLD SOFTWARE REFRESH PAC
4	X80	ADD: SOFTWARE REFRESH, AMBASSADOR
4	B1844	CENTRACOM GOLD SPARE MODULE, AMBASS
2	B1792	CENTRACOM GOLD SPARE MODULE, AMBASS
3	B1821B	CENTRACOM GOLD SPARE POWER SUPPLY,
6	CA00301AD	INC: CABLE AC (BKN6071)
1	B1879	CENTRACOM GOLD SOFTWARE REFRESH PAC
29	X69	ADD: SOFTWARE REFRESH, COIM OR LOMI
23	X03	ADD: SOFTWARE REFRESH, ELITE/ADMI0D
1	X03AB	ADD: SOFTWARE REFRESH, ELITE/ADMI0D
1	DSF1051000112	CSU CHASSIS
1	DSF1040000112	DUAL 48 VDC POWER SUPPLIES
13	DSF2000101121	T1 SERVICE CHANNEL UNIT PRISM 2000
6	BKN6109	CABLE, EXTENSION, POWER SUPPLY, 72
3	DSTSJ100BT	EIGHT WIRE PROTECTION MODULE WITH R
2	DSTSJADP	HORIZONTAL RACK BUS BAR FOR TSJ AND

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O'Hare-Midway Console Interface Project  
Equipment List  
October 23, 2008





## Section 4 Statement of Work

### 4.1 Contract

#### 4.1.1 Contract Award (Milestone)

The Customer (Chicago Department of Aviation) and Motorola execute the contract and both parties receive all the necessary documentation.

**Note:** Unless otherwise indicated from the context in which it is used, the word "system" will be used herein to refer to the compilation of the foregoing subsystems, interfaces and ancillary systems.

#### 4.1.2 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 kick-off 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.

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O'Hare-Midway Console Interface Project  
Statement of Work  
October 23, 2008

*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.

### 4.1.3 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 kick-off meeting completed.
- ◆ Meeting notes identify the next action items.

## 4.2 Contract Design Review (CDR)

### 4.2.1 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.
- ◆ Submit design documents to the Customer for approval. These documents form the basis of the system, which Motorola will manufacture and install.
- ◆ Provide minimum acceptable performance specifications for microwave, fiber, or copper links.
- ◆ Establish demarcation point (SUPPLIED BY THE MOTOROLA SYSTEM ENGINEER) to define the connection point between the Motorola-supplied equipment and the Customer-supplied link(s) and external interfaces.
- ◆ Work with the Customer to identify radio interference between the new communication system and other existing radio systems.

***Restrictions:***

- Motorola assumes no liability or responsibility for inadequate frequency availability or frequency licensing issues.
- Motorola is not responsible for issues outside of its immediate control. Such issues include, but are not restricted to, improper frequency coordination by others and non-compliant operation of other radios.
- Motorola is not responsible for co-channel interference due to errors in frequency coordination by APCO or any other unlisted frequencies, or the improper design, installation, or operation of systems installed or operated by others.
- If, for any reason, the proposed console interface cannot be utilized due to reasons beyond Motorola's control, the costs associated with changes or delays including, but not limited to, re-engineering, frequency re-licensing, schedule delays, re-mobilization, etc., will be paid for by the Customer and documented through the change order process.

***Customer Responsibilities:***

- ◆ The Customer's key project team participants attend the meeting.
- ◆ Make timely decisions, according to the Project Schedule.
- ◆ Frequency Licensing and Interference:
  - As mandated by FCC, the Customer, as the licensee, has the ultimate responsibility for providing all required radio licensing or licensing modifications for the system prior to system installation. This responsibility includes paying for FCC licensing and frequency coordination fees.

***Completion Criteria:***

- ◆ Complete Design Documentation, which may include updated System Description, Equipment List, system drawings, or other documents applicable to the project.
- ◆ 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.

## 4.2.2 Design Approval (Milestone)

- ◆ The Customer executes a Design Approval milestone document. (APPENDIX A)

## 4.3 Order Processing

### 4.3.1 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.
- ◆ Create Ship Views, to confirm with the Customer the secure storage location(s) to which the equipment will ship. Ship Views are the mailing labels that carry complete equipment shipping information, which direct the timing, method of shipment, and ship path for ultimate destination receipt.
- ◆ Create equipment orders.
- ◆ Reconcile the equipment list(s) to the Contract.
- ◆ Procure third-party equipment if applicable.

#### *Customer Responsibilities:*

- ◆ Approve 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.



## 4.4 Manufacturing of Equipment

### 4.4.1 Manufacture Motorola Fixed Network Equipment

*Motorola Responsibilities:*

- ◆ Manufacture the Fixed Network Equipment (FNE) necessary for the system based on equipment order.

*Customer Responsibilities:*

- ◆ None.

*Completion Criteria:*

- ◆ FNE shipped to the field.

### 4.4.2 Manufacture Non-Motorola Equipment

*Motorola Responsibilities:*

- ◆ Manufacture (third party equipment suppliers) non-Motorola equipment necessary for the system based on equipment order.

*Customer Responsibilities:*

- ◆ None.

*Completion Criteria:*

- ◆ Ship non-Motorola manufactured equipment to the field.

### 4.4.3 Ship Equipment to Field

*Motorola Responsibilities:*

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

*Customer Responsibilities:*

- ◆ None.

*Completion Criteria:*

- ◆ Equipment ready for shipment to the field.



#### 4.4.4 Ship Acceptance (Milestone)

- ◆ All equipment shipped to the field.

*Title to the equipment and risk of loss will pass to the Chicago Department of Aviation upon delivery of the equipment to the Chicago Department of Aviation provided secure storage location(s). Equipment will be shipped via best-way surface to the storage location.*

### 4.5 Civil Work for The Customer Provided Facilities

#### *Motorola Responsibilities:*

- ◆ Provide electrical requirements for any equipment to be installed in the Customer-provided facilities.
- ◆ Provide heat load for any equipment to be installed in the Customer provided facilities.

#### *Customer Responsibilities:*

- ◆ Secure site lease/ownership, zoning, permits, regulatory approvals, easements, power, and Telco connections.
- ◆ Provide clear and stable access to the sites for transporting electronics and other materials. Sufficient site access must be available for trucks to deliver materials under their own power and for personnel to move materials to the facility without assistance from special equipment.
- ◆ Supply adequately sized electrical service, backup power (UPS, generator, batteries, etc.) including the installation of conduit, circuit breakers, outlets, etc., at each equipment location. Provide AC power (dedicated 20 Amp AC outlets - simplex with ground) for each major piece of equipment within 6 feet of the location of the Motorola-supplied equipment, including the associated electrical service and wiring (conduit, circuit breakers, etc.).
- ◆ Provide adequate HVAC, grounding, lighting, cable routing, and surge protection (also, among existing and Motorola-provided equipment) based upon Motorola's R-56 Standards and Guidelines for Communication Sites. Ceiling (minimum 9 feet) and cable tray heights (minimum 8 feet) in the equipment rooms in order to accommodate 7-foot, 6-inch equipment racks.
- ◆ Provide floor space and desk space for the System equipment at the Customer-provided facilities. Each rack shall be provided a minimum of 24-inch x 24-inch footprint with 36 inches clearance in the front and back.
- ◆ Relocate existing equipment, if needed, to provide required space for the installation of Motorola-supplied equipment.
- ◆ Bring grounding system up to Motorola's R-56 Standards and Guidelines for Communication Sites and supply a single point system ground, of 5 ohms or less,



to be used on all FNE supplied under the Contract. Supply grounding tie point within 10 feet from the Motorola-supplied equipment.

- ◆ Provide obstruction-free area for the cable run between the demarcation point and the communications equipment.
- ◆ Resolve any environmental issues including, but not limited to, asbestos, structural integrity (rooftop, water tank, tower, etc.) of the site, and any other building risks. (Resolve environmental or hazardous material issues).
- ◆ Supply all permits as contractually required.
- ◆ Supply interior building cable trays, raceways, conduits, and wire supports.
- ◆ Supply engineering and drafting as required for modifications to existing building drawings for site construction.
- ◆ Pay for usage costs of power and generator fueling, both during the construction and installation effort, and on an ongoing basis.
- ◆ Complete all customer deliverables in accordance within the approved project schedule

*Completion Criteria:*

- ◆ All sites are ready for equipment installations in compliance with Motorola's R56 Standards and Guidelines for Communication Sites.

## 4.6 System Installation

*Implementation services included as part of this proposal will occur between normal business hours, Monday – Friday, 9am-5pm. Should the customer require services to occur during non-business hours, additional costs incurred will be handled via the change order process.*

### 4.6.1 Install Console Interface Equipment

*Motorola Responsibilities:*

- ◆ Will not provide storage location for the Motorola-provided equipment.
- ◆ Receive and inventory all equipment.
- ◆ Install system equipment as specified by the Equipment List, System Description, and system drawings

### 4.6.2 Interference

Motorola is not responsible for interference caused or received by the Motorola provided equipment except for interference that is directly caused by the Motorola provided transmitter(s) to the Motorola provided receiver(s). Should the Chicago Department of Aviation system experience interference, Motorola can be contracted to investigate the source and recommend solutions to mitigate the issue.



- ◆ Bond the supplied equipment to the site ground system in accordance with the Motorola R56 Standards and Guidelines for Communication Sites.
- ◆ Will not remove existing equipment.
- ◆ Will not relocate any existing equipment.
- ◆ Will not dispose of existing equipment.
- ◆ Install McGee Switching Device Relay Boards
  - 2 Relay Boards will be added to the existing McGee T1 switching device to enable AEB redundancy for the T1 link from Midway. This device will have to be manually switched in the case of an AEB going down so that audio on the T1 link from Midway is routed to the AEB that is up and operational.

*Customer Responsibilities:*

- ◆ Provide secure storage for the Motorola-provided equipment, at a location central to the sites. Motorola coordinates the receipt of the equipment with the Customer's designated contact, and inventory all equipment.
- ◆ For consoles not located at the master site, additional network link resources will be required, as identified in the network diagram provided by Motorola.
- ◆ Provide access to the sites, as necessary.

*Completion Criteria:*

- ◆ Console Interface Equipment installation completed and ready for optimization.

### 4.6.3 Console Interface Installation Complete

- ◆ All fixed network equipment installed and accepted by the Customer.

### 4.6.4 System Installation Acceptance (Milestone)

- ◆ All equipment installations are completed and accepted by the Customer.

## 4.7 System Optimization

### 4.7.1 Optimize System

*Motorola Responsibilities:*

- ◆ Verify that all equipment is operating properly and that all electrical and signal levels are set accurately.
- ◆ Verify communication interfaces between devices for proper operation.



- ◆ Test features and functionality comply with the final configuration established during the CDR.

*Customer Responsibilities:*

- ◆ Provide access/escort to the sites.

*Completion Criteria:*

- ◆ System optimization is complete.

## 4.7.2 Link Verification

*Motorola Responsibilities:*

- ◆ Perform test to verify site link performance, prior to the interconnection of the Motorola-supplied equipment to the link equipment.
  - Should the T-1 link fail to meet required specifications, the Department of Aviation is responsible for making corrections.

*Customer Responsibilities:*

- ◆ Make available the required T-1 links which meet the specifications supplied by Motorola at the CDR.

*Completion Criteria:*

- ◆ Link verification successfully completed.

## 4.7.3 Optimization Complete

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

## 4.8 Training

*No Training has been included as part of this proposal.*

Motorola offers a variety of training classes available to both end-users and managers/administrators. Motorola will work with the Department of Aviation to develop a training plan, if desired. This would represent a change in the project's scope and would result in a change order to address the time required to provide the additional training services and materials.



## 4.9 Audit and Acceptance Testing

### 4.9.1 Perform R-56 Audit

#### *Motorola Responsibilities:*

- ◆ Perform R-56 site-installation quality-audits, verifying proper physical installation and operational configurations.
- ◆ Create site evaluation report to verify site meets or exceeds requirements, as defined in Motorola's R 56 Standards and Guidelines for Communication Sites.

#### *Customer Responsibilities:*

- ◆ Provide access/escort to the sites.
- ◆ If desired, witness the R-56 audit.

#### *Completion Criteria:*

- ◆ All R-56 Standards and Guidelines for Communication Sites audits completed successfully.

### 4.9.2 Perform Functional Testing

#### *Motorola Responsibilities:*

- ◆ Verify the operational functionality and features of the individual subsystems and the system supplied by Motorola, as contracted.
- ◆ 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 functional testing.

#### *Completion Criteria:*

- ◆ Successful completion of the functional testing.
- ◆ Customer approval of the functional testing.

### 4.9.3 System Acceptance Test Procedures (Milestone)

- ◆ Customer approves the completion of all the required tests.



- ◆ Warranty Commences

## 4.10 Finalize

### 4.10.1 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.

### 4.10.2 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.

#### *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.

### 4.10.3 Finalize Documentation

#### *Motorola Responsibilities:*

- ◆ The documentation will be limited to the following:
  - Maintenance manuals for all site equipment
  - Functional Acceptance Test Plan test sheets and results
  - Equipment Inventory List (paper or disk)

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O'Hare-Midway Console Interface Project  
Statement of Work  
October 23, 2008





- ATP Test Checklists
- System Block Diagram

*Customer Responsibilities:*

- ◆ Receive and approve all documentation provided by Motorola.

*Completion Criteria:*

- ◆ All required documentation is provided and approved by the Customer.

#### 4.10.4 Final Acceptance (Milestone)

- ◆ All deliverables completed, as contractually required.
- ◆ Final System Acceptance received from the Customer. (APPENDIX C)

### 4.11 Project Administration

#### 4.11.1 Project Status Meetings

*Motorola Responsibilities:*

- ◆ The 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.

#### 4.11.2 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).

### 4.11.3 Change Order Process

**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. **(APPENDIX B)**



# APPENDIX A—Milestone Completion Document

## MILESTONE COMPLETION DOCUMENT

PROJECT NAME/SITE \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

PROJECT MANAGER \_\_\_\_\_

ACCOUNT EXECUTIVE \_\_\_\_\_

PROJECT NUMBER \_\_\_\_\_ CONTRACT/P.O.# \_\_\_\_\_

DESCRIPTION OF WORK COMPLETED:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The work above has been reviewed and found to be completed in accordance with the contract.

\_\_\_\_\_  
Authorized Customer Signature/Date

\_\_\_\_\_  
Motorola Program Manager/Date

\_\_\_\_\_  
Title



# APPENDIX B – Change Order Form

## SAMPLE CHANGE ORDER FORM

Purchaser: \_\_\_\_\_ Change Order No. \_\_\_\_\_

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

In accordance with the terms and conditions of the Contract dated \_\_\_\_\_, the following changes are approved:

Contract Price Adjustments:

Original Contract Value \$ \_\_\_\_\_

Previous Change Order amounts #1 through \_\_\_\_\_ \$ \_\_\_\_\_

This Change Order # \_\_\_\_\_ \$ \_\_\_\_\_

New Contract Value \$ \_\_\_\_\_

Completion Date Adjustments:

Original Completion Date \_\_\_\_\_

Previous Schedule Change #1 through \_\_\_\_\_ \_\_\_\_\_

This Schedule Change # \_\_\_\_\_ \_\_\_\_\_

New Completion Date \_\_\_\_\_

Payment Terms:

Unless amended above, all other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the said parties have caused this Agreement to be executed as of the last day and year signed below.

Chicago Department of Aviation

Motorola, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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O'Hare-Midway Console Interface Project  
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## Elite Console Features

### Multiselect Operation

#### 1. DESCRIPTION

Multi-Select allows the console operator to group a number of channels/talkgroups together such that when the general transmit bar is depressed, all of the multi-selected channels/talkgroups will transmit at the same time with the same information.

Multi-Select is one way communication call. If a radio user responds to a multi-select call the talkgroup transmitted on will be the only one to hear the transmission.

There is no super-group formed, so radio communication is still at the single talkgroup level. Multi-Select is utilized to send an APB to several channels/talkgroups.

The number of trunked channels that are used for this call can be one or the number of multiselected talkgroups depending on console setup.

A Multi-Select has a limit of twenty (20) trunking/conventional resources.

A secure Multi-Select requires that the DIU has a key in location 3.

#### SETUP

RADIO-1 - TALKGROUP 1  
RADIO-2 - TALKGROUP 2

VERSION #1.03

#### 2. TEST

- Step 1. Select the tab for MSel 1 to view the multi-select group folder for Multi-Select 1. Verify that the multi-select edit button and multi-select transmit button appear.
- Step 2. Press the multi-select edit button and verify that the border around the group window turns green.
- Step 3. Select the resource windows for TALKGROUP 1 and TALKGROUP 2.
- Step 4. Verify that the names of the talkgroups chosen are shown in the multi-select group folder and that a multi-select icon is shown in the resource windows of TALKGROUP 1 and TALKGROUP 2.
- Step 5. Depress the multi-select edit button to finish creating the multi-select group.
- Step 6. Transmit on the multi-select using the all points bulletin (APB) button or by transmitting on the TALKGROUP 1 or TALKGROUP 2 resource window.
- Step 7. Verify that RADIO-1 and RADIO-2 can hear the transmission.
- Step 8. Verify that RADIO-1 and RADIO-2 can not communicate with each other.
- Step 9. The console dissolves the multi-select group.

Pass \_\_\_\_\_ Fail \_\_\_\_\_



## Elite Console Features

### Private Call

#### 1. DESCRIPTION

A private call is a one to one conversation between two individual units (radio and/or console) in a trunking system. To place a private call, one radio enters the private call mode and then enters the ID of the target radio. Private calls can be made between two radios, between a radio and a console, or between two consoles.

#### SETUP

RADIO-1 - TALKGROUP 1  
RADIO-2 - TALKGROUP 1

#### VERSION #1.04

#### 2. TEST

- Step 1. The console selects the "Private Call" resource window.
- Step 2. Press the private call button. The icon displaying two radios.
- Step 3. Enter the ID of RADIO-1.
- Step 4. Verify that RADIO-1 receives a private call audible alert and display indicates call received.
- Step 5. Answer the private call with RADIO-1 and verify communication with the console.
- Step 6. Verify that RADIO-2, even though in the same talkgroup as RADIO-1, does not monitor RADIO-1 and the console.
- Step 7. The console ends private call by pressing the private call icon.

Pass \_\_\_\_\_ Fail \_\_\_\_\_



## Elite Console Features

### Emergency Alarm and Call

#### 1. DESCRIPTION

When an operator position receives an emergency alarm, the following indications occur.

- The emergency alarm tone sounds through the console select speaker.
- A red border flashes around the resource window and the ID or alias is displayed in the resource window.
- A flashing message is displayed on the monitor activity log identifying which channel the emergency alarm occurred on. This assists the user to find the talkgroup resource window quickly, even if the resource window is covered by another resource window.

At the end of an emergency call, a channel drop out time begins, this time is adjustable (25:24). The emergency call remains in the system until the time out expires.

#### SETUP

RADIO-1 - TALKGROUP 1

VERSION #1.01

#### 2. TEST

- Step 1. Press the emergency alarm button and key-up on RADIO-1. Verify that an audible alarm is present at the console.
- Step 2. Verify that TALKGROUP 1's resource window border is blinking red and that RADIO-1's ID or alias is shown in the resource window. The alarm will also be displayed in the activity log.
- Step 3. Press the tone off icon to turn off the audible alarm.
- Step 4. Acknowledges the emergency and verify communication between RADIO-1 and the console.
- Step 5. Verify the extended repeater hang-time granted to the emergency call.
- Step 6. Reset the emergency from the console by pressing the cross icon, followed by the acknowledgment and knockdown icons.
- Step 7. Reset the emergency from RADIO-1.

Pass \_\_\_\_\_ Fail \_\_\_\_\_



## Elite Console Features

### Alert Tone Operation

#### 1. DESCRIPTION

User the alert function to send different alert tones over selected channels.

Next to the alert tone icon at the top of the screen is a pull down menu with the choice of three alerts. Alert 1 is a continuous tone, alert 2 is two tones alternating, and alert 3 is a single tone pulsed.

Depressing the alert tone icon sends out an alert tone on the talkgroups selected as long as it is held down (maximum of 6 seconds). After it is released, the transmitter remains keyed for a 1.2 seconds. The dispatcher hears the alert tone through the select speaker.

#### SETUP

RADIO-1 - TALKGROUP 1  
CONSOLE - TALKGROUP 1

VERSION #1.02

#### 2. TEST

- Step 1. Select the TALKGROUP 1 resource window on the console.
- Step 2. Chose alert 1 from the alert tone pull down menu.
- Step 3. Press the alert tone icon, this sends alert tone 1 over the selected talkgroup.
- Step 4. Verify that RADIO-1 hears alert tone 1.
- Step 5. Chose alert 2 from the alert tone pull down menu.
- Step 6. Press the alert tone icon, this sends alert tone 2 over the selected talkgroup.
- Step 7. Verify that RADIO-1 hears alert tone 1.
- Step 8. Chose alert 3 from the alert tone pull down menu.
- Step 9. Press the alert tone icon, this sends alert tone 3 over the selected talkgroup.
- Step 10. Verify that RADIO-1 hears alert tone 3.

Pass \_\_\_\_\_ Fail \_\_\_\_\_





## Elite Console Features

### Call Alert Page

#### 1. DESCRIPTION

Call Alert Page allows a dispatcher to selectively alert another radio unit. The initiating radio will receive notification as to whether or not the call alert was received. Units receiving a Call Alert will sound an alert tone and show a visual alert indication. The display will also show the individual ID of the initiating radio unit. After receiving the Call Alert, the radio can respond with either a Private Call or normal talkgroup call.

This feature is fully supported on all display portables and mobiles.

#### SETUP

RADIO-1 - TALKGROUP 1

VERSION #1.03

#### 2. TEST

- Step 1. Select the call alert button in the "Private Call" resource window.
- Step 2. Enter the ID of RADIO-1.
- Step 3. Send the call alert to RADIO-1 by depressing the send button.
- Step 4. Verify that RADIO-1 receives the alert and that the ID of the console is shown.
- Step 5. Turn off RADIO-1.
- Step 6. Send the call alert to RADIO-1 again.
- Step 7. Verify that after trying to page RADIO-1, the console does display "Can not send call alert - target not found" in the summary list.

Pass \_\_\_\_ Fail \_\_\_\_



## Elite Console Features

### PTT ID / Alias Display

#### 1. DESCRIPTION

Console operator positions contain various resources such as talkgroup, multigroup, Private Call which enable the operator to communicate with the subscriber units. If activity occurs on one of these operator position resources, the unit ID or associated alias of the initiating radio appears at the console resource. Default operation for the system is to display unit IDs at the console operator resource, but pre-defined aliases can be substituted for each unit ID.

Depending upon system configuration, the unit ID or the unit ID alias can be displayed at the console operator resource. If an alias display is preferred, then unit ID aliases must be programmed to appear at the console dispatch position.

#### SETUP

RADIO-1 - TALKGROUP 1

VERSION #1.01

#### 2. TEST

- Step 1. Initiate a TALKGROUP 1 call from RADIO-1.
- Step 2. Verify that RADIO-1's unit ID or alias displays at the TALKGROUP 1 resource on the console position.

Pass\_\_\_\_\_ Fail\_\_\_\_\_



## Elite Console Features

### Console Volume

#### 1. DESCRIPTION

In Motorola Elite console, the volume on the Resources window is divided in 7 level (0-min,7-max). When there is a Resource window selected, the volume will automatically adjust to maximum level. When the resource is de-selected, the volume will resume back to original level.

#### SETUP

Setup a ELITE console operator for at least two radio logical channel in a folder and setup two subscribers in following ways:

#### VERSION #1

#### 2. TEST

- Step 1. Select the CHAN 1 Resource window from the console
- Step 2. Key up RADIO-1 and talk on CHAN 1
- Step 3. Observe that RADIO-1 audio came out from the SELECT speaker of the console in full volume
- Step 4. Adjust the CHAN 1 volume to minimum level by means of mouse.
- Step 5. Note that the audio is muted from the select speaker

Pass\_\_\_\_\_ Fail\_\_\_\_\_



## Elite Console Features

### All Mute Operation

#### 1. DESCRIPTION

The All Mute icon allows the dispatcher to mute all audio routed to the UNSELECT speaker, so as not to interfere with the audio from the SELECT speaker.

#### SETUP

RADIO-1 - TALKGROUP 1  
RADIO-2 - TALKGROUP 2

VERSION #1.01

#### 2. TEST

- Step 1. Select the TALKGROUP 1 Resource Window at the console.
- Step 2. Verify that RADIO-1's audio can be heard at the SELECT speaker and that RADIO-2 audio can be heard at the UNSELECT speaker.
- Step 3. Depress the "ALL MUTE" icon, and verify that RADIO-2's audio cannot be heard from the UNSELECT speaker.
- Step 4. Verify that RADIO-1's audio can still be heard out of the SELECT speaker.
- Step 5. Again press the "ALL MUTE" button to un-mute the UNSELECT speaker.
- Step 6. Verify audio at both speakers.

Pass \_\_\_\_\_ Fail \_\_\_\_\_



## Elite Console Features

### Console Priority

#### 1. DESCRIPTION

Console operator positions have ultimate control of transmitted audio on an assigned voice channel resource. The console position possesses the capability to take control of an assigned voice channel for a talkgroup call so that the operator's audio overrides any subscriber audio. Console priority is a feature that enables dispatchers to gain immediate access to an assigned voice channel so that a central point of audio control exists.

#### SETUP

RADIO-1 - TALKGROUP 1  
RADIO-2 - TALKGROUP 1

#### VERSION #1.01

#### 2. TEST

- Step 1. The operator selects the TALKGROUP 1 Resource Window.
- Step 2. RADIO-1 transmits on TALKGROUP 1.
- Step 3. Verify that RADIO-2 can hear RADIO 1.
- Step 4. While RADIO-1 is transmitting, key TALKGROUP 1's Resource Window on the operator.
- Step 5. Verify that RADIO-2 hears the console but not RADIO-1. This shows that the console has priority over the subscriber.
- Step 6. Dekey the Console.
- Step 7. Verify that RADIO-2 now hears RADIO-1.

Pass \_\_\_\_\_ Fail \_\_\_\_\_



## Elite Console Features

### Supervisory Control

#### 1. DESCRIPTION

In Motorola Trunked Radio Systems, the console operators may override subscriber audio being transmitted on the system. The Console Supervisor position may override all other console positions. The console position overridden will hear side tone, informing them that the Supervisor has exercised control on the channel.

NOTE: This feature only works when the supervisory position uses the instant transmit key. This is the lightning bolt button on the specific CCW.

VERSION #1.02

#### 2. TEST

- Step 1. Set up two dispatch positions on the same talkgroup; one must be the Supervisor position.
- Step 2. Transmit from the non-Supervisor position.
- Step 3. Verify that RADIO-1 receives the non-Supervisor audio.
- Step 4. While continuing to transmit at the non-supervisory position, transmit on the same channel at the Supervisor's position using Instant Transmit Key.
- Step 5. Verify that RADIO-1 receives the supervisor audio and that the supervisor audio is heard at non-Supervisor position.

Pass \_\_\_\_\_ Fail \_\_\_\_\_



# Signoff Certificate

By their signatures below, the following witnesses certify they have observed the In-Field System Acceptance Test Procedures.

## Signatures

WITNESS:

_____	Date: _____
-------	-------------

Please Print Name: \_\_\_\_\_

_____
-------

Initials

WITNESS:

_____	Date: _____
-------	-------------

Please Print Name: \_\_\_\_\_

_____
-------

Initials

WITNESS:

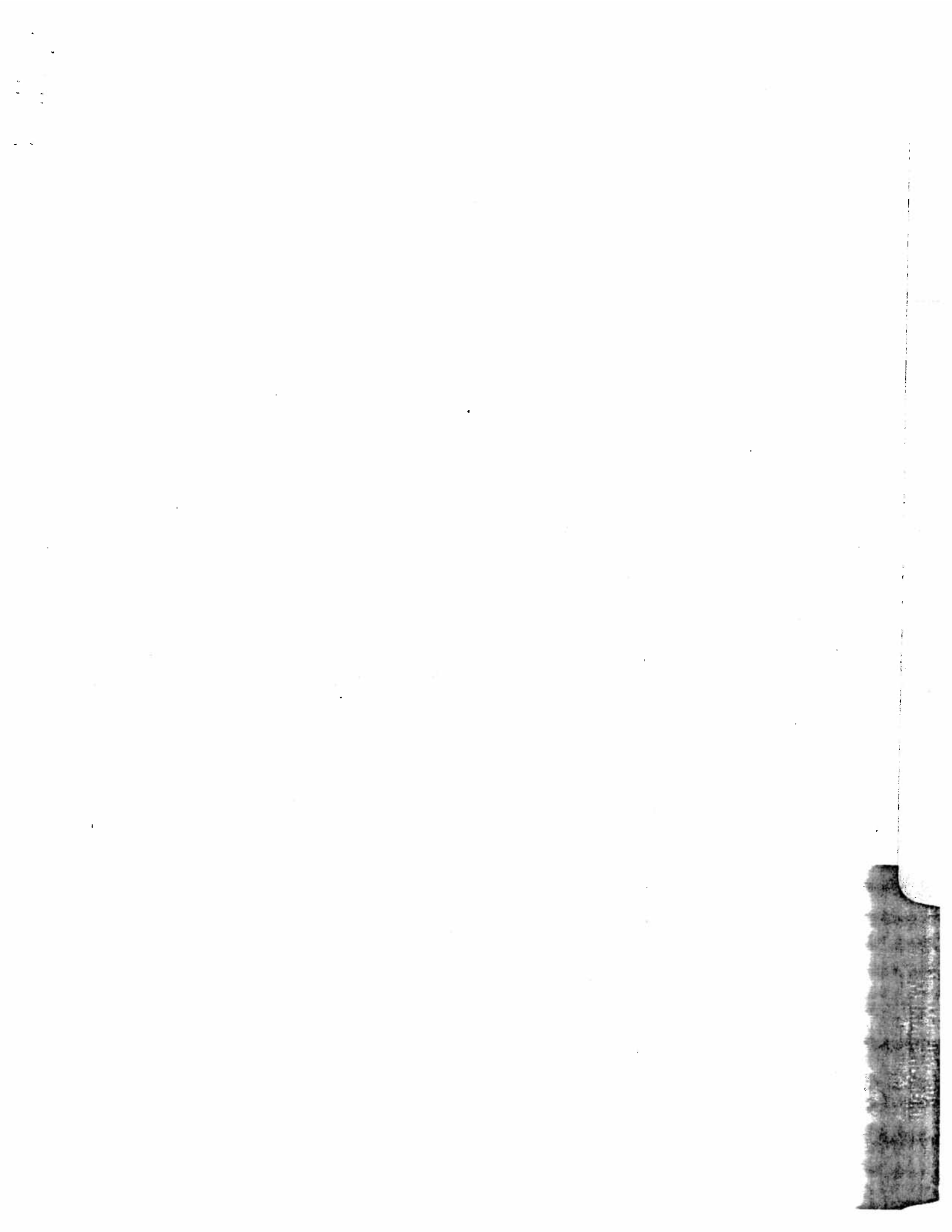
_____	Date: _____
-------	-------------

Please Print Name: \_\_\_\_\_

_____
-------

Initials









## Section 7. Warranty and Maintenance Plan

### 7.1 Warranty Overview

The labor warranty will commence on the date of system acceptance, or the date of first beneficial use of the equipment, and will continue for 12 months from that date, not to exceed eighteen (18) months from shipment. Our standard commercial warranty will provide a high level of support to those customers whose communications system is installed, integrated, and tested by Motorola. By utilizing Motorola service, the Department of Aviation will be assured that the new console interface solution is properly maintained during the first year of operation.

During the warranty period, Motorola will repair or replace, without charge any unit or component of the console interface that becomes defective through normal use or that fails as a result of defective materials or workmanship. The terms of our standard warranty shall apply and are included as an attachment for your review.

Motorola's warranty support includes:

- ◆ Dispatch Service
- ◆ Infrastructure Repair
- ◆ On-Site Infrastructure Response
- ◆ Technical Support

#### 7.1.1 Dispatch Service

Motorola's System Support Call Center is your key to the efficient management of your service resources: a single point of contact through our 800-number to coordinate your Service requests--toll-free, 24-hours a day, 7-days-week. With

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Chicago Department of Aviation  
O'Hare-Midway Console Interface Project  
Warranty and Maintenance Plan  
October 23, 2008

detailed information of your system at our fingertips, we are able to respond quickly and efficiently to resolve the issue at hand. The Call Center receives your calls and takes the necessary steps to diagnose and resolve the problem. Actions are tracked and monitored from beginning to close through an electronic Case Number process to ensure a satisfactory and timely resolution. We also have built-in automated escalation within the Case Number process, for key personnel to be automatically paged and informed of important issues as the need arises. We know that your downtime costs are not linear, therefore our call response center escalates service calls by severity level, and so time-critical problems get the immediate attention they need.

Customized notification commitments are defined and documented in the Department of Aviation Customer Support Plan. Escalation occurs anytime a response commitment is missed. Response times are defined by meeting certain criteria, such as assigning an onsite technician, or remote network specialist to the issue and actively pursuing resolution. Motorola's internal escalation policy requires time-driven increases in management's visibility to system issues up to the Division Service Director. The Motorola Customer Support Manager enforces this policy to deploy all available resources at appropriate times to optimize the response and restoration cycle time.

### 7.1.2 Infrastructure Board Repair

In the event the service technician finds a malfunctioning unit at the site location, they will contact the System Support Center's Call Center to request a return authorization (RA) number. The technician will remove the malfunctioning unit and ship to the SSC for repair. Upon receipt of malfunctioning equipment, the SSC will fully system test and repair malfunctioning Motorola manufactured boards/units down to the component level utilizing automated test equipment. A system test is performed to ensure that all software and hardware is set to current customer configuration. If the unit is not manufactured by Motorola, the unit may be returned to the Original Equipment Manufacturer (OEM) for repair. Once the equipment is received from the SSC, the service technician will either re-install the equipment or return to your spare inventory.

### 7.1.3 On-Site Infrastructure Response

The reality of working with complex communications equipment is that problems can occur any time of the day or night. That's why Motorola is proposing technician availability to respond 24 hours a day, 7 days a week. One call to Motorola sets in motion a problem-solving process that escalates until the problem is resolved. That process includes getting expert technicians on-site through our dispatch system, verifying that the situation is properly assessed, and working to get your system back up in the most efficient manner. Motorola provides you access to technicians that are



trained on your equipment, ready and available to restore your equipment to normal operating conditions. Motorola also has technologists on call 24-hours a day to reinforce those in the field.

When you call on Motorola for on-site infrastructure support, you gain access to an entire network of expertise, day or night, dedicated to the operation of your system. Your Motorola authorized service center will provide corrective maintenance, preventative maintenance and installations. Motorola uses the technical expertise of its authorized field service centers and factory-trained technicians. We assess each service center annually for technical and administrative competency.

#### 7.1.4 Technical Support

Highly trained and experienced system technologists who serve you promptly and efficiently staff Motorola's technical help desk. We provide expert troubleshooting over the telephone and guide service technicians through a repair, documenting every step of the way. If needed, we will remotely access your system, or replicate the problem on our own system, to get you back up and running as quickly and efficiently as possible.

Motorola System Technologists (ST) represent our most highly trained field engineers, ready to bring you solutions to complex communications issues on-site in conjunction with remote support as the situation requires. STs are masters in RF communications and electronics, ready to bring you the highest level of hands on expertise we offer. Whether you need creative problem solving, troubleshooting, or systems optimization, the STs have years of technical training and experience in the field to help support you.

### 7.2 Motorola Warranty and Maintenance Support Team

Motorola will assign a Customer Support Manager who provides coordination of support resources over the life cycle of a customer's system to enhance the quality of service delivery and to ensure your satisfaction. The Customer Support Manager (CSM) is responsible for overseeing the execution of warranty by serving in the role of customer advocate. They serve as a defined point of contact for issue resolution and escalation, monitoring of our contractual performance, providing review and analysis of process metrics and fostering a partnership for continuous improvement with the Department of Aviation.

Motorola can also provide System Technologists (ST) who represent our most highly trained field personnel, ready to bring you solutions to complex communications issues in conjunction with remote support as the situation requires.

In addition, Motorola's System Support Center (SSC) gives you the benefits of fully equipped test labs, dispatching of field technicians and highly trained network



technologists who take pride in assisting customers. The System Support Center technical help desk has experts in troubleshooting system issues by utilizing remote diagnostics, simulations and knowledge databases.

## 7.3 After Warranty Maintenance Support Options

Your Motorola communications system is designed to perform to high standards to serve you reliably and efficiently over the years. We apply those same standards to the service we provide. The convenience of a nationwide service network and the expertise of trained, licensed local technicians are complemented by the finest support team in the industry.

Because each of our customers is unique and requires different degrees of service and support, each support plan is tailored to meet the service needs of our customers in the variety of markets in which Motorola systems are sold. Motorola can provide innovative and customized support plans to improve network and operations performance.

Post warranty Motorola support services are flexible and scaleable. They can be customized to fit the support strategy, service level and budget that best meet the Department of Aviation requirements.







## Section 8. Pricing Summary

Motorola's pricing is based on the equipment list and services defined for the system designed for the Chicago Department of Aviation. The Statement of Work (SOW) describes the work to be performed for the installation, optimization, and testing of the system and the equipment list provides the equipment necessary for this project.

System Pricing	
Equipment	\$136,929
Implementation Services	\$136,889
<b>System Total</b>	<b>\$273,817</b>

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Chicago Department of Aviation  
O'Hare-Midway Console Interface Project  
Pricing Summary  
October 23, 2008

## 8.1 Payment Schedule

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 check, cashier's check, or wire transfer drawn on a U.S. financial institution and in accordance with the following milestones.

1. 25% due upon contract execution;
2. 60% of the Contract Price upon shipment of equipment;
3. 15% of the Contract Price upon installation of equipment;

Motorola reserves the right to make partial shipments of equipment and to request payment upon shipment of such equipment. In addition, Motorola reserves the right to invoice for installations or civil work completed on a site-by-site basis, when applicable.







## Section 9. Terms and Conditions

**Terms and Conditions are included on the pages that follow.**

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**Chicago Department of Aviation**  
O'Hare-Midway Console Interface Project  
Terms and Conditions  
October 23, 2008

**Communications System Agreement  
(No ESS)**

Motorola, Inc. ("Motorola"), and \_\_\_\_\_ The Chicago Department of Aviation \_\_\_\_\_ ("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 Exhibits A through E will be resolved in their listed order.

Exhibit A	Motorola "Software License Agreement"
Exhibit B	"Payment Schedule"
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	Service Terms and Conditions (if applicable)
Exhibit E	"System Acceptance Certificate"

**Section 2 DEFINITIONS**

Capitalized terms used in this Agreement have the following meanings:

- 2.1. "Acceptance Tests" means those tests described in the Acceptance Test Plan.
- 2.2. "Beneficial Use" means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).
- 2.3. "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.
- 2.4. "Contract Price" means the price for the System, excluding applicable sales or similar taxes and freight charges.
- 2.5. "Effective Date" means that date upon which the last Party executes this Agreement.
- 2.6. "Equipment" means the equipment that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.
- 2.7. "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).

- 2.8. "Infringement Claim" means 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.
- 2.9. "Motorola Software" means Software that Motorola or its affiliated company owns.
- 2.10. "Non-Motorola Software" means Software that another party owns.
- 2.11. Intentionally Deleted
- 2.12. "Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.
- 2.13. "Software" means the Motorola Software and Non-Motorola Software in object code format that is furnished with the System or Equipment.
- 2.14. "Specifications" means the functionality and performance requirements that are described in the Technical and Implementation Documents.
- 2.15. "Subsystem" means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical and Implementation Documents.
- 2.16. "System" means the Equipment, Software, and incidental hardware and materials that are combined together into an integrated system; the System is more fully described in the Technical and Implementation Documents.
- 2.17. "System Acceptance" means the Acceptance Tests have been successfully completed.
- 2.18. "Warranty Period" means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first.

### **Section 3 SCOPE OF AGREEMENT AND TERM**

- 3.1. **SCOPE OF WORK.** Motorola will provide, install and test the System, and perform its other contractual responsibilities, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.
- 3.2. **CHANGE ORDERS.** Either Party may request changes within the general scope of this Agreement. 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 Effective Date, Customer may order additional Equipment or Software if it is then available. Each order must refer to this Agreement and must specify the pricing and delivery terms. Notwithstanding any additional or contrary terms in the order, the applicable provisions of this Agreement (except for pricing, delivery, 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. 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 <http://www.motorola.com/businessandgovernment/> and the MOL telephone number is (800) 814-0601.

3.5. **ABOVE WARRANTY SERVICES.** 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.

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

3.7. **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.

3.8. **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.

#### **Section 4 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 5 CONTRACT PRICE, PAYMENT AND INVOICING**

5.1. **CONTRACT PRICE.** The Contract Price in U.S. dollars is \$ 273,817.00. 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 the Software or Equipment quantities, or services, may affect the overall Contract Price, including discounts if applicable.

5.2. **INVOICING AND PAYMENT.** Motorola will submit invoices to Customer according to the Payment Schedule. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within twenty (20) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola, Inc. is 36-1115800.

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

5.4. **INVOICING AND SHIPPING ADDRESSES.** Invoices will be sent to the Customer at the following address: \_\_\_\_\_ The  
Chicago\_Department\_of\_Aviation\_\_\_\_\_11601\_Touhy\_Bldg\_891\_\_\_\_\_  
\_\_\_\_\_Chicago,Illinois\_60666\_\_\_\_\_

The city which is the ultimate destination where the Equipment will be delivered to Customer is: \_\_\_ The  
Chicago\_Department\_of\_Aviation\_\_\_\_\_11601\_Touhy\_Bldg\_891\_\_\_\_\_  
\_\_\_\_\_Chicago,Illinois\_60666\_\_\_\_\_

The Equipment will be shipped to the Customer at the following address (insert if this information is known):  
\_\_\_\_\_  
\_\_\_\_\_

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

## **Section 6 SITES AND SITE CONDITIONS**

6.1. **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 access to the work sites 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 the Customer in the local building permit process.

6.2. **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; electrical power outlets, distribution and equipment; and 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 will 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.

6.3. **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 7 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 8 SYSTEM ACCEPTANCE**

3.1. **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.

3.2. **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.

3.3. **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.

3.4. **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 9 REPRESENTATIONS AND WARRANTIES**

9.1. **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.

9.2. **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 within Customer's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

9.3. **MOTOROLA SOFTWARE WARRANTY.** Unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section 9 that are applicable to the Motorola Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software.

9.4. **EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES.** These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Motorola Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not

provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

9.5. **WARRANTY CLAIMS.** To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. That action will be the full extent of Motorola's liability for the warranty claim. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

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

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

## **Section 10 DELAYS**

10.1. **FORCE MAJEURE.** 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.

10.2. **PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER.** If Customer (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment Schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

## **Section 11 DISPUTES**

11.1. **SETTLEMENT PREFERRED.** The Parties, by their project managers, will attempt to settle any dispute arising from this Agreement (except for a claim relating to intellectual property or breach of confidentiality) through consultation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. If cooperative efforts fail, the dispute will be mediated by a mediator chosen jointly by the Parties within thirty (30) days after notice by one of the parties demanding non-binding mediation. The Parties will not unreasonably withhold their consents to the selection of a mediator, will share the cost of the mediation equally, may agree to postpone mediation

until they have completed some specified but limited discovery about the dispute, and may replace mediation with some other form of non-binding alternative dispute resolution ("ADR").

11.2. LITIGATION. A Party may submit to a court of competent jurisdiction in the state in which the System is installed any claim relating to intellectual property or a breach of confidentiality provisions and any dispute that cannot be resolved between the parties through negotiation or mediation within two (2) months after the date of the initial demand for non-binding mediation. Each Party consents to jurisdiction over it by that court. The use of ADR procedures will not be considered under the doctrine of laches, waiver, or estoppel to affect adversely the rights of either Party. Either Party may resort to the judicial proceedings described in this section before the expiration of the two-month ADR period if good faith efforts to resolve the dispute under these procedures have been unsuccessful; or interim relief from the court is necessary to prevent serious and irreparable injury to the Party.

## **Section 12 DEFAULT AND TERMINATION**

12.1 DEFAULT BY A PARTY. 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 default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.

12.2. FAILURE TO CURE. If a defaulting Party fails to cure the default as provided above in Section 12.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges.

## **Section 13 INDEMNIFICATION**

13.1. GENERAL INDEMNITY BY MOTOROLA. Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any such claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

13.2. GENERAL INDEMNITY BY CUSTOMER. Customer will indemnify and hold Motorola harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Motorola to the extent it is caused by the negligence of Customer, its other contractors, or their employees or agents, while performing their duties under this Agreement, if Motorola gives Customer prompt, written notice of any such claim or suit. Motorola will cooperate with Customer in its defense or settlement of the claim or suit. This section sets forth the full extent of Customer's general indemnification of Motorola from liabilities that are in any way related to Customer's performance under this Agreement.

13.3. PATENT AND COPYRIGHT INFRINGEMENT.



13.3.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on an 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.

13.3.2. 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.

13.3.3. 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 14      LIMITATION OF LIABILITY**

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

#### **Section 15      CONFIDENTIALITY AND PROPRIETARY RIGHTS**

15.1. **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 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 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 Confidential Information only in furtherance of the performance of this Agreement. Confidential Information is and shall 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.

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

## **Section 16 GENERAL**

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

16.2. **ASSIGNABILITY AND SUBCONTRACTING.** Neither Party may assign this Agreement without the prior written consent of the other Party, except that Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

16.3. **WAIVER.** Failure or delay by either Party to exercise a 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.

16.4. **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.

16.5. **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.

16.6. **HEADINGS AND SECTION REFERENCES.** 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.

16.7. **GOVERNING LAW.** This Agreement and the rights and duties of the Parties will be governed by and interpreted in accordance with the laws of the State in which the System is installed.

16.8. **ENTIRE AGREEMENT.** This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to the 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.

16.9. 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 to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Motorola, Inc.  
Attn: Commercial Counsel  
1301 East Algonquin Road, SH5  
Schaumburg, IL 60196  
Fax: (847) 576-0721

Customer  
Attn:    Grafe Smith     
\_\_\_\_\_  
\_\_\_\_\_  
Fax: \_\_\_\_\_

16.10. 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 System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

16.11. 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.

16.12. SURVIVAL OF TERMS. The following provisions shall survive the expiration or termination of this Agreement for any reason: Section 3.6 (Motorola Software); Section 3.7 (Non-Motorola Software); if any payment obligations exist, Sections 5.1 and 5.2 (Contract Price and Invoicing and Payment); Subsection 9.7 (Disclaimer of Implied Warranties); Section 11 (Disputes); Section 14 (Limitation of Liability); and Section 15 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 16.

The Parties hereby enter into this Agreement as of the Effective Date.

**Motorola, Inc.**

**Customer**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## Exhibit A

### SOFTWARE LICENSE AGREEMENT

This Exhibit A Software License Agreement ("Agreement") is between Motorola, Inc., ("Motorola"), and The Chicago Department of Aviation \_\_\_\_\_ ("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 one year 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 re-ship, 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's Information Assurance Policy addresses the issue of security. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

**Exhibit B**  
**Payment Schedule**

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 check, cashier's check, or wire transfer drawn on a U.S. financial institution and in accordance with the following milestones.

1. 25% due upon contract execution;
2. 60% of the Contract Price upon shipment of equipment;
3. 15% of the Contract Price upon installation of equipment;

Motorola reserves the right to make partial shipments of equipment and to request payment upon shipment of such equipment. In addition, Motorola reserves the right to invoice for installations or civil work completed on a site-by-site basis, when applicable.

**Exhibit C**

**Technical and Implementation Documents**

**Exhibit D**

**Service Terms and Conditions (if applicable)**

## **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.

## **Section 7 CUSTOMER CONTACT**

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that 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**

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. 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 ninety (90) days from the date the performance of the Services are completed. 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**

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. 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. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of such cause of action, except for money due upon an open account. 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 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 shall be modified as necessary to conform to such law.

**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. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

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.

**Exhibit E**  
**System Acceptance Certificate**

**Customer Name:** \_\_\_\_\_

**Project Name:** \_\_\_\_\_

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Motorola and Customer acknowledge that:

1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.
2. The System is accepted.

Customer Representative:

Motorola Representative:

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**FINAL PROJECT ACCEPTANCE:**

Motorola has provided and Customer has received all deliverables, and Motorola has performed all other work required for Final Project Acceptance.

Customer Representative:

Motorola Representative:

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_