

Exhibit B

ADDITIONS, DELETIONS AND CLARIFICATIONS AND CHANGES TO COUNTY OF MONTEREY STANDARD AGREEMENT

Section 2.01. This section is revised to reflect that the contract price will be payable through distributions from the Lease Agreement between Motorola and the County that has been entered into substantially contemporaneously with this Agreement.

Section 7.01 The following is inserted at the end of the last sentence: Motorola will be entitled to invoice for all services performed and all equipment delivered prior to delivery of the Notice in writing to Motorola.

Section 7.02 The first sentence is replaced with the following: The County may cancel and terminate this Agreement for good cause after providing 30 days written notice describing the cause and providing Motorola a reasonable period of time to cure the default.

Section 7.03 The following is inserted at the end of the last sentence: Motorola will be entitled to invoice for all services performed and all equipment delivered prior to delivery of the notice of termination.

Section 8.01 This section is revised by inserting the terms “to the extent” between “death” and “arising out of” in the 7th and 8th line of the section.

Section 9.01 This section is revised by inserting the term “required” between “Individual” and “endorsements” and the last sentence of the first paragraph is deleted.

Section 9.03 The terms “minimum,” “not less than,” and “at least” are deleted and under the CGL section, the end of the sentence will state \$1,000,000 per occurrence / \$2,000,000 general aggregate.

Section 9.04 In the first sentence, “acceptable to the County” is replaced with “meeting the requirements of Section 9.02.” The beginning of the first sentence of the second paragraph, “Each liability policy” is replaced with “CONTRACTOR.” In the second sentence of the second paragraph, the terms “arising from each subcontractor, if any” and “or be accompanied by a” are deleted. The second sentence will also end after Agreement with the next sentence beginning with “A certificate.”

In the bolded sections, “naming” is replaced with “including” and the last part of the sentence beginning with “and that the insurance” is deleted.

The forms numbers are changed to CG 20 10 0413, CG 20 37 0413, and CA 20 48 0413.

In the beginning of the fourth paragraph, “Prior” is replaced with “Immediately after.”

Section 10.04 The following is added to the end of the section: “Nothing in this section will be interpreted as requiring Motorola to provide trade secret or other confidential information such as the cost to manufacture the goods that have been sold under this Agreement.”

Section 10.05 This section is replaced in its entirety with the following: “This contract does not include the development of any intellectual property to be transferred from Motorola to County. County shall have a license to use the Motorola Software in accordance with the Motorola Software License Agreement.”

Section 12.01 The following is added to the end of the section: Within 10 days after the receipt of the applicable grant provisions, Motorola will have an option to accept the provisions or terminate the contract.

THE FOLLOWING PROVISIONS ARE ADDED TO THE CONTRACT.

1. Any Motorola Software, including subsequent releases, is licensed to County solely in accordance with the Motorola Software License Agreement. County hereby accepts and agrees to abide by all of the terms and restrictions of the Motorola Software License Agreement.
2. Any Non-Motorola Software is licensed to County in accordance with the standard license, terms, and restrictions of the copyright owner on the contract signature date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Motorola Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Motorola Software License Agreement.
3. Motorola will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to County upon shipment. Title to Software will not pass to County at any time.
4. Acceptance of the Products will occur upon delivery to County unless the Statement of Work provides for acceptance verification or testing, in which case acceptance of the Products will occur upon successful completion of the acceptance verification or testing. Notwithstanding the preceding sentence, County's use of the Products for their operational purposes will constitute acceptance.
5. Warranty Provisions.
 - a. The warranty period is for one year from the date of shipment of the Products ("Warranty Period").
 - b. During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship.
 - c. During the Warranty Period, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this section that are applicable to the Motorola Software. TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERCEDES THIS SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.
 - d. 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; County's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.
 - e. To assert a warranty claim, County must notify Motorola in writing of the claim before the expiration of the Warranty Period. Motorola will (at its option and at no additional charge to County) 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. 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.

- f. These express limited warranties are extended by Motorola to the original user purchasing the Products for commercial, industrial, or governmental use only, and are not assignable or transferable.
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6. Limitation of Liability

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or services with respect to which losses or damages are claimed. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision.

- 7. The contract price does not include excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by County except as exempt by law.

SOFTWARE LICENSE AGREEMENT

This Exhibit A Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and Monterrey County ("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.

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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.

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Section 8 TERM AND TERMINATION

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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.

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10.3. 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.

10.4. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. 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.

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