

APPENDIX 25 CONTRACT DEFINITIONS

SOFTWARE AGREEMENT:

Capitalized terms used in this Agreement will have the following meanings:

1. Acceptance Tests - Those tests described in the Contract Sections 12a, 12b, 12c, and 12d.
2. Beneficial Use - When Customer first uses a Network within System or a Subsystem within a Division for operational purposes (excluding training or testing). The Microwave Network may have beneficial use on a path basis.
3. Contract Price - The price for the System, exclusive of any applicable sales or similar taxes.
4. Effective Date - That date upon which the last party to sign this Agreement has executed the Agreement.
5. Motorola Software - Software that Motorola or its affiliated company owns.
6. Non-Motorola Software - Software that a party other than Motorola or its affiliated company owns.
7. Software - Includes Motorola and any non-Motorola Software that may be furnished with the STARS.
8. Specifications - The functionality and performance requirements described in the Technical and Implementation Documents.
9. Subsystem - A major portion of the entire System that performs specific functions or operations as described in the Technical and Implementation Documents.
10. System - The Equipment, Software, services, supplies, and incidental hardware and materials combined together into a system as more fully described in the Technical and Implementation Documents. The System is comprised of the Integrated Voice and Data, Microwave, and Alarm and Control Networks.
11. System Acceptance - The Acceptance Tests have been successfully completed as defined in the Contract Section 12.

WARRANTY AND SUPPORT PLAN AGREEMENT:

Capitalized terms used in this Agreement or other applicable Agreements have the following meanings:

1. Box Unit Test - Unit is tested in a fixture that simulates the functions for which it was designed, engineered, or manufactured to insure that it meets manufacturer specifications.
2. Case - Electronic tracking document for requests for service through the Motorola System Support Center.
3. Components - Motorola provided new or refurbished parts of equal quality.
4. Component Warranty Period - warranty for individual components or units of equipment in Section 15 of this Contract.
5. Configuration Change Support - A change in a user-defined parameter, which may include, but is not limited to, a change in the placement of a dispatch console talkgroup window. Fleetmapping is not considered included in Configuration Change Support.
6. Continuously Seven - (7) days per week, twenty four (24) hours a day, three hundred sixty five (365) days a year including holidays.
7. Core Release - A new version of the IV&D Software that adds Standard Features and major enhancements. These new versions are signified by changes to the first digit of the version identifier number.
8. Customer - The end-user Customer which could be any authorized Commonwealth, locality, or federal government agency.
9. Customer Support Plan - A document mutually developed by Motorola and the Commonwealth that provides information about the Commonwealth and the System and describes the specific processes by which Motorola will deliver and the Commonwealth will receive the services promised under this Warranty and Support Plan. Sample Customer Support Plan found in Appendix 11.
10. Division - As used in this Contract, a Division is a VSP organizational boundary as shown on the VSP Division Map, Appendix 13.
11. Enhancement Release - A superseding issue of the IV&D Software, which adds to, improves, or enhances the performance of Standard Features contained in the then currently shipping Software version. These releases are signified by changes to the second digit of the version identifier number.

12. Equipment - The STARS equipment including the hardware and software equipment specified in Exhibits A and B, or that is subsequently added to this Agreement during the Warranty Period.
13. Event - An alarm or informational notification received by Motorola through the Network Management tools or notification by the STARS NOC.
14. Firmware - Software in object code form that is implanted or embedded in hardware.
15. First Responder - Commonwealth sworn law enforcement officers and Emergency Management personnel.
16. Infrastructure - The fixed Equipment excluding all Subscriber equipment.
17. Infrastructure Warranty Period - The 12 month period commencing at Beneficial Use or System Acceptance whichever occurs first for each Division or separate implementation phase for Infrastructure Equipment and Software as defined in this Contract.
18. Issue Characterization - A sequence in the diagnostic process involving interrogation of the System using local or remote diagnostic tools and/or questioning a caller to fully define the issue and eliminate ambiguity.
19. Maintenance - The process for determining the cause of Equipment failure, removing, repairing, or replacing parts or elements necessary in order to conform the Equipment to the manufacturer's specifications along with system specific specifications, delivering and reinstalling the parts, and placing the Equipment back into operation. Maintenance includes periodic software updates in accordance with this Contract.
20. Master Site Equipment - All equipment listed in Exhibit B of this Contract.
21. NOC - Network Operations Center located at the State Police Headquarters (SPHQ) in Richmond, Virginia.
22. Radio Support Center - A Motorola facility located in Elgin, Illinois the purpose of which is to serve as Motorola's centralized location for radio repair.
23. Response - Response times are defined as when the appropriate level of technician, a remote systems technologist or a remote network specialist is actively working the technical issue, remotely or on-site, as determined by this Contract.
24. Restore/Restoration - The effort required to bring Equipment to the level for which it was designed, engineered and adjusted for performance and operation in accordance with the manufacturer's published specifications and this Contract, although such Equipment may not necessarily be malfunctioning.

25. Servicer - a Cleared (by VSP background check) Motorola Authorized Service Subcontractor, Motorola Field Service personnel, or other Motorola Subcontractor.
26. Standard Business Day - Monday through Friday, 8:00 a.m. to 5:00 p.m., local time, excluding Virginia State holidays.
27. Standard Feature - A software functionality for components of STARS that is available to the Commonwealth in the standard software release.
28. Start Date - Effective start date as listed in this Contract.
29. Subscriber - A specific Mobile, Portable, Control Station, Charger, Mobile Computer Terminal (MCT), Digital Vehicular Repeater System (DVRS), Key Loaders, or other Equipment with a non-fixed location of operation.
30. System Support Center - A Motorola facility located in Schaumburg, Illinois, the purpose of which is to serve as Motorola's centralized system support facility to compliment the field support resources. The System Support Center is hereinafter referred to as the "SSC."
31. System Test - A unit level test in which the unit is tested in a Motorola manufactured system of similar type from which the unit was designed to test all functionality of the unit to insure that it meets manufacturers' specifications.
32. Systemic- A software/hardware product defect related to or affecting the designed system or individual network operation.
33. Technical Support Operations- A centralized telephone support help desk that provides technical support for Motorola customers' who have purchased Commercial Government and Industrial Solutions Sector (CGISS) products or have a contract for technical support.
34. VSP - Virginia State Police.
35. Work Flow - A step-by-step process including instruction or direction for routing, handling, and processing information for a given agency.

CAPITAL OUTLAY:

Whenever used in this Contract document, the following terms have the meanings indicated, which are applicable to both the singular and plural and the male and female gender thereof:

1. Agency - The term, agency, unless otherwise indicated, will mean the owner.
2. Commonwealth - The Commonwealth of Virginia (the Commonwealth), will issue the final Contract for the system, take acceptance of the system when it is complete and arrange for payments to be made. A synonym for Commonwealth is User. The User is the Commonwealth or another organization for which the Commonwealth is acting. The Users are also operating departments of the Commonwealth and other agencies designated by the Commonwealth.
3. Commonwealth STARS Program Director (PD) - The STARS Program Director is a Commonwealth employee and the official responsible for day-to-day oversight of the entire program.
4. Commonwealth STARS Project Manager (PM) - The STARS Project Manager is a Commonwealth employee and the lead Engineer of the project.
5. Commonwealth STARS Procurement and Contracting Officer (PCO) - The STARS PCO is a Commonwealth employee and the procurement and contracting officer of the project.
6. Construction - As used in these documents will include new construction, reconstruction, renovation, restoration, major repair, demolition and all similar work upon buildings and ancillary facilities owned or to be acquired by the Commonwealth and any draining, dredging, excavation, grading, or similar work upon real property.
7. Systems Integrator - Motorola is the System Integrator for this Contract and will serve as the coordinator and integrator of all subcontractors, manufacturers and related products to be incorporated into STARS.
8. Defective - An adjective which when modifying the word work, refers to work that is unsatisfactory, faulty, or deficient, or does not conform to the Contract documents, or does not meet the requirements of any inspections, standard, test, or approval referred to in the Contract documents, or has been damaged prior to final payment.
9. Emergency - Any unforeseen combination of circumstances or a resulting state that poses imminent danger to health, life, or property.
10. Final Acceptance - The Virginia State Police 's acceptance of the project from Motorola upon confirmation from the STARS Program Director and Motorola that the project is totally complete in accordance with the Contract requirements and that all defects have been eliminated and all interim deliverables have been accepted. Final acceptance is confirmed by the making of final payment of the Contract amount including any change orders or adjustment thereto.
- 11.

Notice - All written notices, demands, instructions, claims, approvals, and disapprovals required to obtain compliance with the Contract requirements. Any written notice by either party to the Contract will be sufficiently given if delivered to or at the last known business address of the person, firm or corporation constituting the party to the Contract, or to their authorized agent, representative or officer, or when enclosed in a postage prepaid envelope addressed to such last known business address and deposited in a United States mailbox.

12. Notice to Proceed - A written notice given by the VSP to Motorola fixing the date on which the Contract time will commence for Motorola to begin the prosecution of the work in accordance with the requirements of the Contract documents.
13. Owner - The Virginia State Police, an agency of the Commonwealth of Virginia, with whom Motorola has entered into a Contract and for whom the work or services is to be provided.
14. Per Seat - This service encompasses the management, operation, and maintenance of radio units (mobile / portable / control stations), mobile computer terminals (MCT), data equipment (desktop pc), and their associated network infrastructure and components.
15. Project Inspector - One or more individuals employed by the STARS Project Management Team to inspect the work and/or to act as clerk of the works to the extent required by the owner. The owner will notify Motorola in writing of the appointment of such project inspector(s).
16. Provide - Will mean furnish and install ready for its intended use.
17. **STARS**: The system includes all aspects of the Land Mobile Radio, Mobile Data, Microwave Radio, and Alarm and Control Networks and the Physical Facilities, control site buildings and the structural additions to existing VSP dispatch communications centers.
18. Submittal - All drawings, diagrams, illustrations, schedules, and other data required by the Contract documents which are specifically prepared by or for Motorola to illustrate some portion of the work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams, and other information prepared by a supplier and submitted by Motorola to illustrate material or equipment for some portion of the work.
19. Subcontractor - An individual, partnership or corporation having a direct Contract with Motorola or with any other subcontractor for the performance of the work. It includes one who provides on-site labor but does not include one who only furnishes or supplies materials for the project.

20. Supplier - A manufacturer, fabricator, distributor, material man, or vendor who provides material for the project but does not provide on-site labor.
21. Underground Facilities - All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities which are or have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone, or other communications, cable television, sewage and drainage removal, traffic, or other control systems or water.
22. Work -The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract documents. Work is the result of performing services, furnishing labor, and furnishing and incorporating materials and equipment into the construction, all as required by the Contract documents.