

# EXHIBIT 1

A CONTRACT BETWEEN  
**HOUSTON-GALVESTON AREA COUNCIL**  
Houston, Texas  
AND  
**MOTOROLA SOLUTIONS, INC.**  
Farmers Branch, Texas

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments**, hereinafter referred to as **H-GAC**, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, **Motorola Solutions, Inc.** hereinafter referred to as the **CONTRACTOR**, having its principal place of business at Park West C-2, 1507 LBJ Freeway, Farmers Branch, Texas 75234.

**ARTICLE 1:**

**SCOPE OF SERVICES**

The parties have entered into a **Radio Communication/Emergency Response & Mobile Interoperability Equipment** Contract to become effective as of May 1, 2015, and to continue through April 30, 2018 (the "Contract"), subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC**. **H-GAC** enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as **END USER**, for the purchase of **Radio Communication/Emergency Response & Mobile Interoperability Equipment** offered by the **CONTRACTOR**. The **CONTRACTOR** agrees to sell **Radio Communication/Emergency Response & Mobile Interoperability Equipment** through the **H-GAC** Contract to **END USERS**.

**ARTICLE 2:**

**THE COMPLETE AGREEMENT**

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Proposal Specifications No: **RA05-15**, including any relevant suffixes
4. **CONTRACTOR's** Response to Proposal No: **RA05-15**, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

**ARTICLE 3:**

**LEGAL AUTHORITY**

**CONTRACTOR** and **H-GAC** warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

**ARTICLE 4:**

**APPLICABLE LAWS**

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

**ARTICLE 5:**

**INDEPENDENT CONTRACTOR**

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of **H-GAC** or **CONTRACTOR**. No provision of this Contract or act of **H-GAC** in performance of this Contract shall be construed as making **CONTRACTOR** the agent, servant or employee of **H-GAC**, the State of Texas or the United States Government. Employees of **CONTRACTOR** are subject to the exclusive control and supervision of **CONTRACTOR**. **CONTRACTOR** is solely responsible for employee payrolls and claims arising therefrom.

**ARTICLE 6:**

**END USER AGREEMENTS**

**H-GAC** acknowledges that the **END USER** may choose to enter into an End User Agreement with the **CONTRACTOR** through this Contract and that the term of said Agreement may exceed the term of the **H-GAC** Contract. However this acknowledgement is not to be construed as **H-GAC's** endorsement or approval of the End User Agreement terms and conditions. **CONTRACTOR** agrees not to offer to, agree to or accept from **END USER** any terms or conditions that conflict with or contravene those in **CONTRACTOR's H-GAC** contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between **CONTRACTOR** and any **END USER** which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that **CONTRACTOR** will no longer be able to enter into any new End User Agreements with **END USERS** pursuant to this Contract. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any End User

# EXHIBIT 1

Agreements surviving termination of this Contract between H-GAC and CONTRACTOR.

## ARTICLE 7: SUBCONTRACTS & ASSIGNMENTS

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to H-GAC. H-GAC reserves the right to accept or reject any such change. CONTRACTOR shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. H-GAC shall be liable solely to CONTRACTOR and not to any of its Subcontractors or Assignees.

## ARTICLE 8: EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to END USER under this Contract. H-GAC, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of CONTRACTOR. Failure to provide access to records may be cause for termination of this Contract. CONTRACTOR shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. CONTRACTOR further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that H-GAC'S duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract. To the extent allowed by law, nothing contained herein shall authorize H-GAC and/or END USER to audit confidential information regarding product cost.

## ARTICLE 9: REPORTING REQUIREMENTS

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Proposal Specifications. If CONTRACTOR fails to submit to H-GAC in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

## ARTICLE 10: MOST FAVORED CUSTOMER CLAUSE

If CONTRACTOR at any time during a contract period, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products offered to H-GAC on a basis that provides prices more favorable than those provided to H-GAC, CONTRACTOR shall within ten (10) business days thereafter notify H-GAC of that offering. The contract with H-GAC shall be deemed to be automatically amended and effective retroactively to the effective date of the most favorable contract, wherein CONTRACTOR shall provide the same quantity discount to H-GAC and its End Users for equal or larger orders purchased the same quantity and under the same circumstances. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If CONTRACTOR believes any apparently more favorable price charged and/or offered a customer during the term of this agreement is not in fact most favored treatment, CONTRACTOR shall within ten (10) business days notify H-GAC in writing, setting forth the detailed reasons CONTRACTOR believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. H-GAC, after due consideration of such written explanation, may decline to accept such explanation and thereupon the contract between H-GAC and CONTRACTOR shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices to H-GAC.

The most favored price structure set forth in this paragraph shall not apply to any pre-existing contracts Contractor has in the State of Texas. The term "pre-existing contracts" shall refer to contracts in existence as of the original effective date of the HGAC contract, i.e. 5/1/15.

The Parties agree that the above MFC provision shall not apply to the sale of large communications systems (one million dollars (\$1,000,000.00) and above). The term "Communications System" shall refer to a project that includes the sale of infrastructure hardware and/or software, user devices, and Motorola engineering and installation service. The contract for a "Communication System" will always have a Statement of Work and an Acceptance Test Plan.

The Parties accept the following definition of routine. *A prescribed, detailed course of action to be followed regularly; a standard procedure.*

## ARTICLE 11: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

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## ARTICLE 12:

### DISPUTES

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to CONTRACTOR. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, CONTRACTOR requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, CONTRACTOR shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. CONTRACTOR may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, CONTRACTOR shall proceed diligently with the performance of this Contract and in accordance with H-GAC'S final decision.

## ARTICLE 13:

### LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the CONTRACTOR and an END USER, CONTRACTOR's total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC described in Article 14, is limited to the price of the particular products/services sold hereunder, and CONTRACTOR agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will CONTRACTOR be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. CONTRACTOR understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

## ARTICLE 14:

### LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC

H-GAC's liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of CONTRACTOR's negligent act or omission under this Contract. CONTRACTOR shall notify H-GAC of the threat of lawsuit or of any actual suit filed against CONTRACTOR relating to this Contract.

## ARTICLE 15:

### TERMINATION FOR CAUSE

H-GAC may terminate this Contract for cause based upon the failure of CONTRACTOR to comply with the terms and/or conditions of the Contract; provided that H-GAC shall give CONTRACTOR written notice specifying CONTRACTOR'S failure. If within thirty (30) days after receipt of such notice, CONTRACTOR shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then H-GAC may, at its option, place CONTRACTOR in default and the Contract shall terminate on the date specified in such notice. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation was received by CONTRACTOR.

## ARTICLE 16:

### TERMINATION FOR CONVENIENCE

Either H-GAC or CONTRACTOR may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. CONTRACTOR may be entitled to payment from END USER for services actually performed; to the extent said services are satisfactory to END USER. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation is received by CONTRACTOR.

## ARTICLE 17:

### CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by H-GAC, the State of Texas, and the acts and regulations of any funding entity. CONTRACTOR agrees to notify H-GAC of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

## ARTICLE 18:

### GOVERNING LAW & VENUE

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between END USER and CONTRACTOR are to be resolved in accord with the law and venue rules of the state of purchase. CONTRACTOR shall immediately notify H-GAC of such disputes.

## ARTICLE 19:

### PROCEDURAL STEPS ENUMERATED FOR SALES TO END USERS

1. All Cooperative Purchasing business will be processed in accordance with H-GAC's policies and procedures, at contracted prices, and shall include approved order processing charges.
2. END USER will access the Cooperative Purchasing Program through the H-GAC website and /or by submission of any duly

## EXHIBIT 1

executed purchase order to a contractor having a valid contract with H-GAC and in a format acceptable to H-GAC.

3. **END USER** will submit order(s) electronically through **CONTRACTOR'S** on-line ordering process or issue Purchase Order(s) directly to **CONTRACTOR** at contract prices, and also submit a copy to **H-GAC**.
4. The **H-GAC CONTRACTOR** will deliver products/services as specified by the contract between **CONTRACTOR** and **H-GAC**, and invoice each **END USER** for (1) products/services purchased and (2) **H-GAC'S** applicable order processing charge.
5. Upon delivery, acceptance, and receipt of an **H-GAC CONTRACTOR's** documented invoice, **END USER** shall pay the **H-GAC CONTRACTOR** the full amount of the invoice.
6. For orders of less than \$100,000, **CONTRACTOR** will promptly pay to **H-GAC** any order processing charges due, and in any case, not later than sixty (60) calendar days after End User order is processed. Payments will be processed to **H-GAC** on a monthly basis. For orders of \$100,000 or more, **CONTRACTOR** will promptly pay to **H-GAC** any order processing charges due, and in any case not later than forty-five (45) calendar days after receipt of End User payment by **Motorola**.
7. Failure to promptly remit **H-GAC's** order processing charges may result in sanctions including, but not limited to, contract termination.
8. **CONTRACTOR** shall be responsible for delivery and acceptance of each unit by **END USER**, according to the requirements of the specifications, this Contract, and purchase order issued to **CONTRACTOR** by an **END USER**. All required equipment tests shall be borne by **CONTRACTOR**.
9. **CONTRACTOR** shall promptly provide **H-GAC** and **END USER** with all information pertaining to delivery schedules. **CONTRACTOR** shall also use its best efforts to expedite unit deliveries on shorter notice than set forth in its verification for any specific purchase order when requested.
10. All prices are F O B **END USER'S** location with all transportation charges prepaid and included in any invoice.
11. All pricing shall be based on the current contract unless the **H-GAC CONTRACTOR** prior to receipt of **END USER's** purchase order for delivery of any products/services has received **H-GAC's** prior written approval for any price increases.
12. The **H-GAC CONTRACTOR** agrees to accept the terms of this agreement and to conduct all transactions based on pricing and other terms of the contract including, but not limited to, the applicable **H-GAC** order processing charge. The **CONTRACTOR** agrees to encourage **END USERS** to execute authorizing Interlocal contracts with **H-GAC**.

### ARTICLE 20:

### LIQUIDATED DAMAGES

Any liquidated damages terms will be determined between **CONTRACTOR** and **END USER** at the time **END USER's** purchase order is placed.

### ARTICLE 21:

### PERFORMANCE BONDS FOR INDIVIDUAL ORDERS

Except as described below for fire apparatus, **CONTRACTOR** agrees to provide a Performance Bond at the request of **END USER** within ten (10) days of receipt of **END USER's** purchase order.

It shall be standard procedure for every order received for fire apparatus that a Performance Bond in the amount of the order be provided to the **END USER**. Failure of **CONTRACTOR** to provide such performance bond within ten (10) days of receipt of **END USER's** order may constitute a total breach of contract and shall be cause for cancellation of the order at **END USER's** sole discretion. **END USER** may choose to delete the requirement for a Performance Bond at **END USER's** sole discretion. If the bond requirement is waived, **END USER** shall be entitled to a price reduction commensurate with the cost that would have been incurred by **CONTRACTOR** for the bond.

### ARTICLE 22:

### CHANGE OF CONTRACTOR STATUS

**CONTRACTOR** shall immediately notify **H-GAC**, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

### ARTICLE 23:

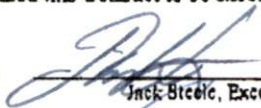
### LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD [IF APPLICABLE]

**CONTRACTOR** will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any **CONTRACTOR'S** license is not renewed, or is denied or revoked, **CONTRACTOR** shall be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

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IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for Houston-Galveston  
Area Council, Houston, Texas:

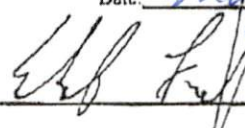
  
Jack Steele, Executive Director

Attest for Houston-Galveston  
Area Council, Houston, Texas:

  
Daido Vick, Director of Public Services

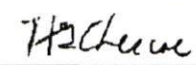
Date: May 5, 2015

Signed for Motorola Solutions, Inc.  
Farmers Branch, Texas:

  
Printed Name & Title: Edward Fuerst MSSSI Vice President

Date: 4/30 2015

Attest for Motorola Solutions, Inc.  
Farmers Branch, Texas:

  
Printed Name & Title: Howard Cheroe MSSSI V.P.

Date: 4/30 2015

# EXHIBIT 1

## Attachment A

Motorola Solutions, Inc.

Radio Communication/Emergency Response & Mobile Interoperability Equipment

Contract No.: RA05-15

| Product Category | Description  | Base Offered Price                                       |
|------------------|--|--|
| OA, OB, OC       | <i>Per the RFP Motorola has included an Electronics Catalogue (ECAT disk) on a CD media in lieu of listing each individual product and its options. In addition, a discount APC sheet is attached in the pricing section and used to calculate all individual prices within the ECAT disk.</i> | See APC Discounts per ECAT Pricebook Effective 2/14/2015 |
| OD               | <b>Motorola Integration Services LMR</b>   |  |
|                  | Motorola offers wide range of services including Integration, Installation and Training. The cost of these services is regional in nature. Samples below are listed for reference only.  |  |
| OD               | Project Management Daily Rate*   | \$ 1,818.00  |
| OD               | System Technologist Daily Rate*  | \$ 2,173.00  |
| OD               | Standard Shop Installation: Hourly Rate*   | \$ 150.00  |
| OD               | Standard Shop Installation: Daily Rate*  | \$ 1,200.00  |
| OD               | Mobile Radio Installation*   | \$180-\$500  |
| OD               | Radio Programming*   | \$55-\$125   |
| OD               | Data Installation*   | \$180-\$428  |
|                  | *Prices may vary by Region and Stated Scope. Travel Not Included   |  |
| OD               | <b>Motorola Integration Services Advanced Services</b>   |  |
|                  | Motorola offers wide range of services including Integration, Installation and Training. The cost of these services is regional in nature. Samples below are listed for reference only.  |  |
| OD               | NG9-1-1 Consulting Services-Daily Rate*  | \$1,694  |
| OD               | Security Project/Program Management-Daily Rate*  | \$1,694  |
| OD               | Wireless Security Technician-Daily Rate*   | \$1,580  |
| OD               | Security Penetration Tester (Wired Network)-Daily Rate*  | \$1,580  |
| OD               | Security Trainer-Daily Rate*   | \$1,328  |
| OD               | Application Security Code Reviewer-Daily Rate*   | \$2,033  |
| OD               | IT Incident Response and E-Discovery Assistance-Daily Rate*  | \$1,694  |
| OD               | IT Disaster Recovery Planner-Daily Rate*   | \$1,580  |
| OD               | IT Disaster Recovery Plan Tester-Daily Rate*   | \$1,580  |
| OD               | Business Continuity/Continuity of Government Planner-Daily Rate*   | \$1,580  |
| OD               | Business Continuity/Continuity of Government Plan Tester-Daily Rate*   | \$1,580  |
| OD               | Mobile Application Services Project Management-Daily Rate*   | \$565  |
| OD               | Mobile Application Services Solution Architect-Daily Rate*   | \$2,033  |
| OD               | Mobile Application Services Application and Solution Design-Daily Rate*  | \$2,033  |
| OD               | Mobile Application Services Application and Solution Implementation-Daily Rate*  | \$2,033  |
| OD               | Application Integration and Customization Services Project Management-Daily Rate*  | \$1,694  |
| OD               | Application Integration and Customization Services Solution Architect-Daily Rate*  | \$2,033  |
| OD               | Application Integration and Customization Services Application and Solution Design-Daily Rate*   | \$2,033  |
| OD               | Application Integration and Customization Services Application and Solution Implementation-Daily Rate*   | \$1,694  |
| OD               | Unified Communications Services Project Management-Daily Rate*   | \$1,694  |
| OD               | Unified Communications Services Solution Architect-Daily Rate*   | \$2,033  |
| OD               | Unified Communications Services Application and Solution Design-Daily Rate*  | \$2,033  |
| OD               | Unified Communications Services Application and Solution Implementation-Daily Rate*  | \$1,694  |

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|   |  |         |
|---|--|---------|
| OD                                      | Consulting Services Project Management-Daily Rate*                                   | \$1,694 |
| OD                                      | Consulting Services System Engineer-Daily Rate*                                      | \$1,694 |
| OD                                      | Consulting Services Solution Architech-Daily Rate*                                   | \$2,033 |
| OD                                      | Consulting Services Internet Protocol Network Accessment-Daily Rate*                 | \$2,033 |
| OD                                      | Consulting Services IP Network Design and Integration-Daily Rate*                    | \$2,033 |
| OD                                      | Consulting Services IP Wide Area Network Backhaul Design and Integration-Daily Rate* | \$2,033 |
| OD                                      | Consulting Services Custoemr Network Interface Design and Integration-Daily Rate*    | \$2,033 |
| <b>APC DISCOUNTS PER ECAT PRICEBOOK</b> |  |         |
| 001                                     | Portable Radiophone (Portables)  | 20%     |
| 020                                     | CAD Equipment  | List    |
| 039                                     | CAD Equipment  | 5%      |
| 068                                     | CAD Equipment  | 10%     |
| 232                                     | CAD Equipment  | 5%      |
| 297                                     | CAD Equipment  | 5%      |
| 330                                     | CAD Equipment  | 5%      |
| 333                                     | CAD Equipment  | 10%     |
| 548                                     | CAD Equipment  | 10%     |
| 702                                     | CAD Equipment  | List    |
| 850                                     | CAD Equipment  | List    |
| 879                                     | CAD Equipment  | List    |
| 981                                     | CAD Equipment  | List    |
| 040                                     | Data Applications  | 15%     |
| 041                                     | Data Applications  | 10%     |
| 041                                     | Data Applications  | 10%     |
| 153                                     | Data Applications  | 15%     |
| 343                                     | Data Applications  | 10%     |
| 670                                     | Data Applications  | List    |
| 766                                     | Data Applications  | List    |
| 177                                     | Data Subscriber Devices  | 15%     |
| 185                                     | Data Subscriber Devices  | List    |
| 736                                     | Data Subscriber Devices  | 22%     |
| 855                                     | Data Subscriber Devices  | 10%     |
| 006                                     | Dispatch Service   | 5%      |
| 768                                     | Dispatch Service   | List    |
| 118                                     | Dispatch Solutions   | 10%     |
| 124                                     | Dispatch Solutions   | 15%     |
| 129                                     | Dispatch Solutions   | 20%     |
| 147                                     | Dispatch Solutions   | 10%     |
| 185                                     | Dispatch Solutions   | List    |
| 202                                     | Dispatch Solutions   | 15%     |
| 207                                     | Dispatch Solutions   | 10%     |
| 226                                     | Dispatch Solutions   | 15%     |
| 228                                     | Dispatch Solutions   | 30%     |
| 229                                     | Dispatch Solutions   | 13.50%  |
| 261                                     | Dispatch Solutions   | 5%      |
| 322                                     | Dispatch Solutions   | 15%     |
| 404                                     | Dispatch Solutions   | 20%     |
| 415                                     | Dispatch Solutions   | 10%     |
| 443                                     | Dispatch Solutions   | 20%     |
| 454                                     | Dispatch Solutions   | 15%     |
| 520                                     | Dispatch Solutions   | 10%     |
| 524                                     | Dispatch Solutions   | 10%     |
| 660                                     | Dispatch Solutions   | 10%     |
| 706                                     | Dispatch Solutions   | 20%     |
| 708                                     | Dispatch Solutions   | 17%     |
| 729                                     | Dispatch Solutions   | 17%     |

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|     |                               |        |
|-----|-------------------------------|--------|
| 740 | Dispatch Solutions            | 15%    |
| 892 | Dispatch Solutions            | 10%    |
| 214 | Fixed Data Products           | 10%    |
| 275 | Fixed Data Products           | 10%    |
| 342 | Fixed Data Products           | 10%    |
| 382 | Fixed Data Products           | 10%    |
| 403 | Fixed Data Products           | 15%    |
| 455 | Fixed Data Products           | 15%    |
| 469 | Fixed Data Products           | 10%    |
| 499 | Fixed Data Products           | 10%    |
| 708 | Fixed Data Products           | 17%    |
| 222 | Fixed Network Equipment       | 15%    |
| 329 | Fixed Network Equipment       | 10%    |
| 381 | Fixed Network Equipment       | 15%    |
| 207 | Fixed Station Accessories     | 10%    |
| 273 | Fixed Station Accessories     | 10%    |
| 277 | Fixed Station Accessories     | 20%    |
| 457 | Fixed Station Accessories     | 20%    |
| 515 | Fixed Station Accessories     | 20%    |
| 524 | Fixed Station Accessories     | 15%    |
| 525 | Fixed Station Accessories     | 15%    |
| 856 | Fixed Station Accessories     | 10%    |
| 207 | Fixed Station Antenna Systems | 10%    |
| 005 | Fixed Stations                | 20%    |
| 112 | Fixed Stations                | 18%    |
| 225 | Fixed Stations                | 10%    |
| 281 | Fixed Stations                | 18.50% |
| 301 | Fixed Stations                | 20%    |
| 360 | Fixed Stations                | 21.50% |
| 377 | Fixed Stations                | 17%    |
| 417 | Fixed Stations                | 10%    |
| 424 | Fixed Stations                | 15%    |
| 425 | Fixed Stations                | 15%    |
| 448 | Fixed Stations                | 20%    |
| 474 | Fixed Stations                | 23%    |
| 509 | Fixed Stations                | 21.50% |
| 512 | Fixed Stations                | 23%    |
| 537 | Fixed Stations                | 21.50% |
| 590 | Fixed Stations                | 21.50% |
| 595 | Fixed Stations                | 18%    |
| 643 | Fixed Stations                | 15%    |
| 675 | Fixed Stations                | 20%    |
| 680 | Fixed Stations                | 21.50% |
| 744 | Fixed Stations                | 20%    |
| 811 | Fixed Stations                | 5%     |
| 881 | Fixed Stations                | 15%    |
| 015 | Fixed Wireless Broadband      | 20%    |
| 075 | Fixed Wireless Broadband      | List   |
| 224 | Fixed Wireless Broadband      | 15%    |
| 800 | Fixed Wireless Broadband      | List   |
| 832 | Fixed Wireless Broadband      | 10%    |
| 882 | Fixed Wireless Broadband      | 15%    |
| 904 | Fixed Wireless Broadband      | 15%    |
| 906 | Fixed Wireless Broadband      | 15%    |
| 910 | Fixed Wireless Broadband      | 15%    |
| 947 | Fixed Wireless Broadband      | 15%    |
| 901 | Lifecycle Services            | List   |
| 902 | Lifecycle Services            | List   |
| 903 | Lifecycle Services            | List   |

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|     |                              |        |
|-----|------------------------------|--------|
| 904 | Lifecycle Services           | List   |
| 905 | Lifecycle Services           | List   |
| 051 | LTE                          | 10%    |
| 052 | LTE                          | 10%    |
| 053 | LTE                          | 10%    |
| 054 | LTE                          | 10%    |
| 055 | LTE                          | 10%    |
| 056 | LTE                          | 10%    |
| 057 | LTE                          | 10%    |
| 058 | LTE                          | 5%     |
| 059 | LTE                          | 10%    |
| 061 | LTE                          | 10%    |
| 063 | LTE                          | 10%    |
| 065 | LTE                          | 10%    |
| 066 | LTE                          | 10%    |
| 375 | LTE                          | List   |
| 708 | LTE                          | 17%    |
| 984 | LTE                          | List   |
| 985 | LTE                          | List   |
| 989 | LTE                          | List   |
| 823 | Maintenance                  | List   |
| 983 | Maintenance                  | List   |
| 554 | Mobile Accessories           | 15%    |
| 644 | Mobile Accessories           | 15%    |
| 879 | Mobile Applications Software | 10%    |
| 038 | Mobile Stations              | 10%    |
| 103 | Mobile Stations              | 26.50% |
| 109 | Mobile Stations              | 26.50% |
| 159 | Mobile Stations              | 20%    |
| 189 | Mobile Stations              | 15%    |
| 276 | Mobile Stations              | 25%    |
| 287 | Mobile Stations              | 10%    |
| 374 | Mobile Stations              | 15%    |
| 426 | Mobile Stations              | 25%    |
| 471 | Mobile Stations              | 25%    |
| 484 | Mobile Stations              | 10%    |
| 500 | Mobile Stations              | 25%    |
| 514 | Mobile Stations              | 25%    |
| 518 | Mobile Stations              | 25%    |
| 527 | Mobile Stations              | 25%    |
| 571 | Mobile Stations              | 15%    |
| 585 | Mobile Stations              | 25%    |
| 652 | Mobile Stations              | 25%    |
| 655 | Mobile Stations              | 25%    |
| 656 | Mobile Stations              | 25%    |
| 761 | Mobile Stations              | 25%    |
| 775 | Mobile Stations              | 16.50% |
| 776 | Mobile Stations              | 20%    |
| 792 | Mobile Stations              | 20%    |
| 869 | Mobile Stations              | 20%    |
| 922 | Mobile Stations              | 20%    |
| 422 | MOTOTRBO                     | 10%    |
| 475 | MOTOTRBO                     | 10%    |
| 516 | MOTOTRBO                     | 10%    |
| 557 | MOTOTRBO                     | 10%    |
| 563 | MOTOTRBO                     | 10%    |
| 777 | MOTOTRBO                     | 10%    |
| 131 | Network Products             | 10%    |
| 147 | Network Products             | 10%    |

# EXHIBIT 1

|     |                                 |        |
|-----|---------------------------------|--------|
| 207 | Network Products                | 10%    |
| 232 | Network Products                | 10%    |
| 708 | Network Products                | 17%    |
| 136 | Pagers/Receiver                 | 15%    |
| 169 | Pagers/Receiver                 | 20%    |
| 452 | Pagers/Receiver                 | 15%    |
| 361 | Paging/Recievers                | 15.00% |
| 839 | Paging/Recievers                | 15%    |
| 940 | Paging/Recievers                | 15%    |
| 941 | Paging/Recievers                | 15%    |
| 004 | Portable Radiophone (Portables) | 20%    |
| 008 | Portable Radiophone (Portables) | 20%    |
| 018 | Portable Radiophone (Portables) | List   |
| 019 | Portable Radiophone (Portables) | List   |
| 027 | Portable Radiophone (Portables) | List   |
| 037 | Portable Radiophone (Portables) | 10%    |
| 087 | Portable Radiophone (Portables) | 10%    |
| 158 | Portable Radiophone (Portables) | 20%    |
| 185 | Portable Radiophone (Portables) | List   |
| 187 | Portable Radiophone (Portables) | 15%    |
| 205 | Portable Radiophone (Portables) | 25%    |
| 271 | Portable Radiophone (Portables) | 25%    |
| 291 | Portable Radiophone (Portables) | 25%    |
| 320 | Portable Radiophone (Portables) | 25%    |
| 332 | Portable Radiophone (Portables) | 20%    |
| 362 | Portable Radiophone (Portables) | 20%    |
| 372 | Portable Radiophone (Portables) | 20%    |
| 402 | Portable Radiophone (Portables) | 20%    |
| 407 | Portable Radiophone (Portables) | 25%    |
| 414 | Portable Radiophone (Portables) | 20%    |
| 426 | Portable Radiophone (Portables) | 25%    |
| 430 | Portable Radiophone (Portables) | 20%    |
| 442 | Portable Radiophone (Portables) | 20%    |
| 453 | Portable Radiophone (Portables) | 20%    |
| 456 | Portable Radiophone (Portables) | 20%    |
| 458 | Portable Radiophone (Portables) | 20%    |
| 470 | Portable Radiophone (Portables) | 25%    |
| 476 | Portable Radiophone (Portables) | 20%    |
| 481 | Portable Radiophone (Portables) | 25%    |
| 483 | Portable Radiophone (Portables) | 25%    |
| 505 | Portable Radiophone (Portables) | 20%    |
| 527 | Portable Radiophone (Portables) | 25%    |
| 536 | Portable Radiophone (Portables) | 25%    |
| 562 | Portable Radiophone (Portables) | 25%    |
| 570 | Portable Radiophone (Portables) | 10%    |
| 577 | Portable Radiophone (Portables) | 20%    |
| 619 | Portable Radiophone (Portables) | 15%    |
| 626 | Portable Radiophone (Portables) | 20%    |
| 654 | Portable Radiophone (Portables) | List   |
| 655 | Portable Radiophone (Portables) | 25%    |
| 656 | Portable Radiophone (Portables) | 25%    |
| 672 | Portable Radiophone (Portables) | 33.50% |
| 687 | Portable Radiophone (Portables) | 20%    |
| 721 | Portable Radiophone (Portables) | 25%    |
| 726 | Portable Radiophone (Portables) | 25%    |
| 742 | Portable Radiophone (Portables) | 25%    |
| 749 | Portable Radiophone (Portables) | 33.50% |
| 755 | Portable Radiophone (Portables) | 25.00% |
| 756 | Portable Radiophone (Portables) | 25.00% |

# EXHIBIT 1

|     |                                 |        |
|-----|---------------------------------|--------|
| 785 | Portable Radiophone (Portables) | 25%    |
| 795 | Portable Radiophone (Portables) | 25%    |
| 798 | Portable Radiophone (Portables) | 25%    |
| 837 | Portable Radiophone (Portables) | 25%    |
| 841 | Portable Radiophone (Portables) | 33.50% |
| 883 | Portable Radiophone (Portables) | 15%    |
| 977 | Portable Radiophone (Portables) | 10%    |
| 390 | Professional Services           | List   |
| 659 | Professional Services           | List   |
| 659 | Professional Services           | List   |
| 670 | Professional Services           | List   |
| 842 | Professional Services           | List   |
| 509 | Receivers                       | 21.50% |
| 512 | Receivers                       | 23%    |
| 743 | Receivers                       | 15%    |
| 608 | Records Management Software     | 10%    |
| 279 | Records Management Software     | List   |
| 137 | Secure Solutions                | 5%     |
| 201 | Secure Solutions                | 10%    |
| 229 | Secure Solutions                | 14%    |
| 462 | Secure Solutions                | 10%    |
| 524 | Secure Solutions                | 15%    |
| 525 | Secure Solutions                | 15%    |
| 519 | Security                        | List   |
| 519 | Security                        | List   |
| 561 | Service/Maintenance             | List   |
| 769 | Service/Maintenance             | List   |
| 769 | Service/Maintenance             | List   |
| 772 | Service/Maintenance             | List   |
| 929 | Service/Maintenance             | List   |
| 293 | Service/Maintenance             | List   |
| 195 | Software Upgrades/Flashport     | List   |
| 371 | Software Upgrades/Flashport     | List   |
| 430 | Software Upgrades/Flashport     | 20%    |
| 262 | Test Equipment                  | 20%    |
| 854 | Test Equipment                  | List   |
| 293 | Training-Professional Services  | List   |
| 039 | Trunking Products and Systems   | 5%     |
| 85  | Trunking Products and Systems   | 15%    |
| 112 | Trunking Products and Systems   | 18%    |
| 115 | Trunking Products and Systems   | 10%    |
| 277 | Trunking Products and Systems   | 20%    |
| 280 | Trunking Products and Systems   | 18.50% |
| 281 | Trunking Products and Systems   | 18.50% |
| 377 | Trunking Products and Systems   | 17%    |
| 495 | Trunking Products and Systems   | 15%    |
| 593 | Trunking Products and Systems   | 23%    |
| 708 | Trunking Products and Systems   | 17%    |
| 877 | Trunking Products and Systems   | 18.50% |
| 002 | Video Solutions                 | 10%    |
| 080 | Video Solutions                 | 10%    |
| 488 | Video Solutions                 | 10%    |
| 964 | Warranty                        | List   |
| 606 | Wireless Mobility               | 15%    |
| 832 | Wireless Mobility               | 10%    |
| 907 | Wireless Mobility               | 15%    |
| 908 | Wireless Mobility               | 15%    |