

MASTER EQUIPMENT PURCHASE AND PERPETUAL LICENSE AGREEMENT

Motorola RM (Radio Management) Programming Workstation

This Master Equipment Purchase and Perpetual License Agreement (this “Agreement”) is entered upon final signature (the “Effective Date”), by and between the **Utah Communications Authority**, an independent state agency of the State of Utah, with offices at 5215 Wiley Post Way #550, Salt Lake City, Utah 84116 (“UCA”), and _____, (the “Agency”). UCA and the Agency are each a “Party” and together the “Parties.”

Recitals

A. UCA owns, deploys, and administers Motorola RM (Radio Management) programming workstations used to program and manage radio subscriber and infrastructure equipment that interoperates with the statewide public-safety communications network operated and supported by UCA (the “UCA Network”).

B. Each such workstation connects directly to the UCA Network, runs UCA-controlled software and configurations, and interacts with systems that support critical public-safety communications infrastructure.

C. The Agency wishes to purchase one or more such workstations from UCA and take ownership of the hardware, and UCA is willing to sell the hardware on the condition that UCA retains a perpetual license and the control, administration, security, and support rights necessary to protect the UCA Network and ensure regulatory and security compliance.

D. The Parties intend that the Agency will own the physical hardware while UCA retains ownership and control of the embedded software, configuration, connectivity, and the administrative and support functions described in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants below and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Definitions

1.1 “Unit” or “Box.” Each Motorola RM (Radio Management) programming workstation purchased under this Agreement, comprising the physical hardware identified on an Equipment Schedule, but excluding the Licensed Materials.

1.2 “Licensed Materials.” Collectively, the Motorola RM software, operating-system images, firmware, security tooling, configurations, certificates, credentials, keys, network and VPN connectivity profiles, and any other software, data, or settings installed, provisioned, or controlled by UCA on or for a Unit, together with all updates and replacements.

1.3 “Equipment Schedule.” A purchase order or schedule, in substantially the form of Exhibit A, executed or issued from time to time identifying the Units purchased, their asset tags and serial numbers, delivery dates, unit price, and applicable manufacturer warranty terms. Each Equipment Schedule is incorporated into and governed by this Agreement.

1.4 “UCA Network.” The statewide public-safety communications network, and associated systems and infrastructure, owned, operated, or supported by UCA.

2. Purchase and Sale of Units

2.1 Master Structure. This Agreement governs all purchases of Units by the Agency from UCA. The Agency may purchase Units from time to time by executing or issuing an Equipment Schedule. No purchase is binding until the applicable Equipment Schedule is accepted by UCA in writing.

2.2 Sale of Hardware. Subject to the terms of this Agreement, UCA sells to the Agency, and the Agency purchases from UCA, the Units identified on each accepted Equipment Schedule. The sale conveys the physical hardware only and does not convey, assign, or transfer any right, title, or interest in the Licensed Materials.

2.3 Transfer of Title. Title to and risk of loss of the hardware comprising each Unit pass to the Agency upon the Agency’s receipt of that Unit at UCA’s offices and the Agency’s payment of the applicable purchase price. The Agency owns the Unit hardware from and after that transfer, subject to UCA’s perpetual license and retained rights under Section 4.

2.4 Pickup and Orientation. The Agency will take possession of each Unit by picking it up at UCA’s offices. UCA is not obligated to deliver Units to the Agency. At pickup, UCA will provide the Agency a brief orientation on the proper use of the Unit. The Agency’s designated personnel will attend the orientation and sign for receipt of the Unit at that time. UCA will not release a Unit until the Agency has provided the static IP address required under Section 5.6.

3. Purchase Price and Payment

3.1 Price. The purchase price is Two Thousand and eighty-five 00/100 Dollars (\$2,085.00) per Unit.

3.2 One-Time Consideration to UCA. Except as provided in Sections 3.5 and 5.5, the per-Unit purchase price is a one-time charge and is the Agency’s sole monetary obligation to UCA for the Units and for the license and support functions UCA performs under this Agreement. UCA will not charge the Agency any recurring license, support, connectivity, patching, maintenance, or replacement fee for the functions described in Sections 4 and 6, except for charges, if any, expressly stated on an Equipment Schedule. The Agency is separately responsible, at its own cost, for obtaining and maintaining the cellular SIM card, data plan, and static IP address required under Section 5.6, which the Agency procures directly from its carrier and which are not part of the purchase price.

3.3 Payment. UCA will invoice the Agency prior to the Agency’s receipt of each Unit. The Agency will pay each undisputed invoice within thirty (30) days of receipt.

3.4 Taxes. Each Party is responsible for its own taxes as required by law. The Parties acknowledge that UCA and the Agency are governmental entities and that certain transactions may be exempt from taxation.

3.5 Charges for Non-Standard Services. If UCA determines that a service it provides with respect to a Unit is not within UCA’s standard responsibilities under Section 4.2, UCA may bill the Agency for that service at UCA’s then-current standard rate. Where practicable, UCA will notify the Agency that a service is non-standard and subject to charge before performing it. The Agency will pay each undisputed invoice for such services within thirty (30) days of receipt. This Section does not obligate UCA to perform any non-standard service.

4. UCA's Perpetual License and Retained Rights

4.1 Grant Reserved by UCA. As a material condition of the sale and notwithstanding the Agency's ownership of the Unit hardware, UCA reserves, and the Agency grants and acknowledges, a perpetual, irrevocable, non-terminable, royalty-free license and right for UCA (and its authorized contractors) to access, administer, configure, maintain, secure, monitor, and control each Unit and its Licensed Materials. The Agency will not impair, revoke, or interfere with this license for so long as the Unit exists or connects to or interacts with the UCA Network.

4.2 Scope of Retained Rights. The reserved license includes, without limitation, the right (and, where stated, the responsibility) of UCA to:

- retain administrative control over each Unit and require that it remain under UCA administrative control while connected to the UCA Network, to ensure compliance with UCA security policies and best practices;
- restrict each Unit to radio programming and management functions only, and enforce system configurations and prevent unauthorized software installation, modification, or unintended use;
- apply and manage operating-system updates, security patches, antivirus and malware definitions, firmware, and application updates;
- provision, configure, manage, and maintain all network connectivity, VPN profiles, certificates, credentials, and keys used by the Unit;
- coordinate hardware warranty service, perform or arrange repairs, and provide loaner or replacement equipment to minimize Agency downtime;
- rebuild, repair, re-image, or reconfigure the operating system and software in the event of corruption, failure, or misconfiguration, and restore the Unit to a standardized state;
- maintain a standardized hardware and software configuration across all participating agencies to improve reliability, supportability, and troubleshooting;
- remotely access, monitor, log, inventory, and collect telemetry from each Unit for security, compliance, asset-management, and support purposes;
- install, update, and manage endpoint security, device-management, and remote-administration tooling, and suspend, disconnect, isolate, or remotely lock or wipe a Unit (or its Licensed Materials) in response to a security incident, suspected compromise, or non-compliance;
- document, review, approve, and implement all hardware and software configuration changes under UCA change-management standards, and require advance notice of any relocation, repurposing, network change, or disposal of a Unit;
- conduct remote and on-site inspections and audits to verify configuration, security, and compliance, and maintain records of hardware, software, and configuration changes throughout the device lifecycle; and
- take any further action reasonably necessary to protect the UCA Network and critical public-safety communications infrastructure, maintain regulatory and security compliance, and preserve the integrity, security, and supportability of the Unit and the Licensed Materials.

4.3 Ownership of Licensed Materials. The Licensed Materials are and remain the exclusive property of UCA or its licensors. Nothing in this Agreement transfers any ownership of, or grants the Agency any license to copy, modify, reverse engineer, sublicense, or transfer, the Licensed Materials.

The Agency's use of the Licensed Materials is limited to operating the Unit for its intended radio programming and management purpose, in the configuration provided by UCA.

4.4 No Interference. The Agency will not disable, circumvent, remove, or interfere with any UCA control, security, monitoring, or connectivity function, and will not alter, image, or remove the Licensed Materials, except as expressly authorized by UCA in writing.

5. Agency Obligations and Restrictions

5.1 Permitted Use. The Agency will use each Unit solely for authorized radio programming and management functions and will not install unauthorized software, connect unauthorized peripherals or networks, or use the Unit for any other purpose.

5.2 Access and Cooperation. The Agency will provide UCA reasonable remote and physical access to each Unit and will cooperate with UCA's administration, maintenance, security, and audit activities, including by maintaining network connectivity necessary for UCA management.

5.3 Safeguarding. The Agency will physically safeguard each Unit, restrict access to authorized personnel, and promptly notify UCA of any loss, theft, damage, suspected compromise, malfunction, or relocation.

5.4 No Transfer Without Notice. The Agency will not sell, lease, sublicense, relocate outside the Agency, or otherwise transfer a Unit without first notifying UCA and ensuring the transferee is bound by UCA's control and security requirements; UCA's reserved rights under Section 4 run with the Unit.

5.5 Costs Arising from Misuse. If a Unit requires rebuild, repair, re-imaging, replacement, or other remediation as a result of the Agency's misuse, negligence, unauthorized software installation or modification, connection of unauthorized peripherals or networks, or other violation of this Agreement, UCA may recover from the Agency the reasonable costs UCA incurs in performing or arranging that remediation. This Section does not apply to ordinary wear and tear, defects covered by a transferred manufacturer warranty, or remediation arising from causes outside the Agency's reasonable control.

5.6 Connectivity; SIM Card and Data Service. Each Unit requires cellular data connectivity to reach the UCA Network. The Agency is solely responsible, at its own cost, for obtaining and maintaining that connectivity for each Unit, including the following, which the Agency procures directly from its preferred carrier:

- (a) Data plan. A cellular data plan for each Unit. UCA recommends a plan of at least 10 GB per month. In addition to radio management updates, data is also consumed by operating-system (Windows) updates and endpoint detection, which may push monthly usage toward 10 GB.
- (b) SIM card. A Nano-SIM (4FF), 12.3 × 8.8 mm, compatible with the Unit.
- (c) Static IP address. The Agency will obtain a public-static IP address for each Unit and provide it to UCA before pickup.

The Agency will keep the SIM card and data service active for so long as the Unit connects to or interacts with the UCA Network, and will promptly provide UCA any updated SIM, or static IP information.

6. Manufacturer Warranty Transfer

6.1 Assignment / Pass-Through. Effective upon transfer of title to a Unit, UCA assigns and transfers to the Agency all manufacturer, vendor, and third-party hardware warranties applicable to that Unit, to the fullest extent those warranties are assignable or transferable. To the extent any such warranty is not assignable, UCA will pass through to the Agency the benefits of that warranty and, at the Agency's reasonable request, present warranty claims to the applicable manufacturer or vendor on the Agency's behalf.

6.2 Warranty Terms Govern. Each transferred warranty is subject to the terms, conditions, exclusions, and duration established by the issuing manufacturer or vendor, as identified on the applicable Equipment Schedule. UCA makes no representation that any particular warranty term, scope, or remedy will apply, and the Agency must pursue warranty remedies in accordance with the issuer's terms.

6.3 Coordination. UCA will reasonably coordinate warranty service in connection with its support functions under Section 4, but the warranty obligations themselves are those of the issuing manufacturer or vendor and not of UCA.

7. Disclaimer of UCA Warranties

EXCEPT FOR THE WARRANTIES TRANSFERRED OR PASSED THROUGH UNDER SECTION 6, EACH UNIT IS SOLD "AS IS" AND "WITH ALL FAULTS." UCA MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE UNIT HARDWARE. THIS SECTION DOES NOT LIMIT UCA'S OBLIGATIONS, IF ANY, EXPRESSLY STATED IN SECTION 4 OR 6.

8. Liability and Governmental Immunity

8.1 Governmental Immunity. Nothing in this Agreement waives, limits, or expands any protection, immunity, defense, or limitation available to either Party under the Utah Governmental Immunity Act, Utah Code § 63G-7-101 et seq., as amended. Each Party retains all such protections.

8.2 Responsibility for Own Acts. Subject to and without waiver of governmental immunity, each Party is responsible for the acts and omissions of its own officers, employees, and agents, and neither Party assumes liability for the acts or omissions of the other Party.

8.3 Limitation. To the extent permitted by law, neither Party is liable to the other for indirect, incidental, consequential, special, or punitive damages arising out of this Agreement.

9. Term, Decommissioning, and UCA Recovery Rights

9.1 Term. This Agreement begins on the Effective Date and continues until terminated as to future purchases by either Party on thirty (30) days' written notice. Termination does not affect any Unit already purchased; UCA's perpetual license and retained rights under Section 4 survive as to each Unit for so long as that Unit exists or interacts with the UCA Network.

9.2 Decommissioning. Before a Unit is decommissioned, retired, disposed of, transferred, or permanently removed from service, the Agency will notify UCA and allow UCA, at UCA's election, to remove, wipe, or render unusable the Licensed Materials and any UCA software, data, configurations,

credentials, and connectivity on the Unit. The Agency retains ownership of the hardware following such removal or wipe.

9.3 No Reversion of Hardware. UCA has no obligation or right to repurchase or take back the Unit hardware. UCA's recovery rights are limited to the Licensed Materials and UCA data, software, and configurations.

10. General Provisions

10.1 Governing Law and Venue. This Agreement is governed by the laws of the State of Utah, without regard to conflict-of-laws principles. Venue for any action lies in the state courts of Utah.

10.2 Compliance with Law. Each Party will comply with all applicable federal, state, and local laws, rules, and regulations, including UCA security and operational policies applicable to the Units.

10.3 Assignment. Neither Party may assign this Agreement without the other Party's prior written consent, except that UCA's rights under Section 4 run with each Unit and bind successors and transferees.

10.4 Notices. Notices must be in writing and delivered to the addresses on the signature page or, for UCA, to 5215 Wiley Post Way #550, Salt Lake City, Utah 84116, Attn: Administrative Services.

10.5 Entire Agreement; Order of Precedence. This Agreement, together with each Equipment Schedule, is the entire agreement of the Parties and supersedes all prior understandings on its subject matter. In the event of conflict, this Agreement controls over an Equipment Schedule except as to Unit-specific commercial terms (identification, delivery date, price, and warranty) stated on the Schedule.

10.6 Amendment. This Agreement may be amended only by a writing signed by both Parties.

10.7 Severability. If any provision is held unenforceable, the remaining provisions remain in effect.

10.8 Counterparts; Electronic Signatures. This Agreement may be executed in counterparts and by electronic signature, each of which is an original and all of which together constitute one agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

UTAH COMMUNICATIONS AUTHORITY	PARTICIPATING AGENCY
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____