EXHIBIT P (1)

End User Software License Agreement

This Motorola Solutions End User Software License Agreement ("EULA") is effective as of the 19th day of October 2018 ("Effective Date"), made and entered into by and between, Motorola Solutions, Inc., an Illinois for profit corporation authorized to conduct business in the State of Florida ("Motorola") and Sarasota County, a political subdivision of the State of Florida ("Sarasota County" or "County").

1. Defined Terms. For purposes of this EULA, the terms defined in this section shall have the following meanings:

1.1 "Documentation" shall mean Products and Software documentation that specifies the user, technical and performance features and capabilities, and operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.2 "Open Source Software" shall mean software with either a freely obtainable source code license for modification or permission for free distribution.

1.3 "Open Source Software License" shall mean the terms or conditions under which the Open Source Software is licensed.

1.4 "Products" shall mean Motorola’s proprietary software for Motorola products containing embedded, pre-loaded, or installed software.

1.5 "Purchase Agreement" shall mean the Purchase Agreement entered into on June 16, 2015 together with the Second Amendment to the Purchase Agreement of even date herewith.

1.6 "Software" shall mean the software developed or acquired by Motorola and delivered to the County pursuant to the Purchase Agreement, to include all (i) proprietary software in object code format, and any adaptations, translations, decompilations, disassemblies, emulations, or derivative works of such software; (ii) any modifications, enhancements, new versions or new releases of the software provided by Motorola; and (iii) any items of software owned by a third-party supplier. The term "Software" does not include any third-party software provided under a separate license or third-party software that is not licensable under the terms of this EULA.

2. Scope of License.

2.1 Subject to the terms and conditions of this EULA, Motorola grants to County a personal, limited, non-transferable (except as provided in Section 4, Transfers), and non-exclusive license under Motorola's copyrights and confidential information embodied in the Software to use the Software, in object code form,
and the Documentation solely in connection with County’s use of the Products for which the Software is supplied in consideration of the monies paid by the County. This EULA does not grant County any rights to the source code of the Software.

2.2 If the Software licensed under this EULA contains or is derived from Open Source Software, the terms and conditions governing the use of the Open Source Software will be in the Open Source Software License of the copyright owner. If there is a conflict between the terms and conditions of this EULA and the applicable Open Source Software License, the Open Source Software License shall prevail. If requested by County, Motorola shall use all commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this EULA; (ii) identify the Open Source Software and provide County a copy of the applicable Open Source Software License (or specify where that license may be found); and (iii) provide County a copy of the Open Source Software source code, without charge, if it is publicly available (subject to any applicable distribution fees).

2.3 To the extent, if any, there is a separate license packaged with, or provided electronically with, a particular Product and that license becomes effective on an act of acceptance by the County, then that license agreement shall supersede this EULA as to the end use of that particular Product.

3. Limitations on Use.

3.1 County may use the Software only for County’s internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited and will be deemed a breach of this EULA.

3.2 County will not make the Software available for use by third parties via a rental, lease, timesharing, hosting service, service bureau or any other similar commercial rental or sharing arrangement.

3.3 County 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 thereof to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software with other 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 EULA; 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.
3.4 County may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; provided that County does not operate that copy of the Software at the same time as the original Software. County may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

3.5 Unless authorized by Motorola in writing, County 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 Product; or (ii) copy onto or transfer Software installed in one unit of a Product onto another device.

4. Transfers.

County 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 the transferee signing a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by the EULA.

5. Ownership and Title.

Motorola, its licensors and 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 any other proprietary rights in or relating to the Software and Documentation. No rights are granted to County under this EULA by implication, estoppel or otherwise, except for those limited use rights which are expressly granted to County in this EULA. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Products, Documentation or related services remains vested exclusively in Motorola, and County will not have any shared development or other intellectual property rights.

6. Confidentiality.

6.1 Confidential Information. "Confidential Information" is hereby designated as "trade secrets" and is defined as the following:

   a. the Products and any related documentation or technical or design information related to the Products;
   b. the Software and any Documentation or technical or design information related to the Software;
   c. the business or technical information of Motorola, including but not limited to any information relating to Motorola's Product and Software plans, designs, costs, Product and Software prices and names, finances, marketing plans, business opportunities, personnel, research, development or know-how; and
   d. any other information reasonably and appropriately designated in writing by Motorola as "trade secret" which, under the circumstances taken as a whole, would reasonably be deemed to be confidential under applicable law.
6.2 "Confidential Information" shall not include information that:

   a. is in or enters the public domain without County's breach of this EULA;
   b. County receives from a third party without restriction on disclosure and
      without breach of a nondisclosure obligation; or
   c. County develops independently, which it can prove with clear and convincing
      written evidence.

6.3 Copyright Notices. The existence of a copyright notice on the Software will not
be construed as an admission or presumption that public disclosure of the
Software or any trade secrets associated with the Software has occurred.

6.4 Confidentiality Obligations. County agrees, to the maximum extent allowable
under Florida Statutes § 812.081, to take all measures reasonably required to
maintain the confidentiality of all Confidential Information in its possession or
control, which will in no event be less than the measures County uses to maintain
the confidentiality of its own information of equal importance.

6.5 Employee Confidentiality Procedures. County agrees to inform its employees of
their confidentiality obligations regarding the Documentation, Products, Software
and any other Confidential Information of Motorola. County further agrees to
ensure that contract employees (including temporary employees) of County agree
to confidentiality obligations similar to those of this EULA.

6.6 County may disclose Software or Documentation when required by law.


   Software maintenance and support will be provided in accordance with Exhibit L.

8. Indemnification.

8.1 Motorola shall indemnify, and defend, and hold the County harmless from any
liability, loss, damages or claims by third parties arising out of or relating to any
infringement or misappropriation of any patent, copyright, trade secret, trademark
or other property right ("Infringement Claim"), and to pay all damages and costs
finally awarded, including reasonable legal fees which may be assessed against
the County under any such claim or action.

8.2 Motorola's duties to defend and indemnify are conditioned upon: (a) County
promptly notifying Motorola in writing of the Infringement Claim; (b) Motorola
having sole control of the defense of the suit and all negotiations for its settlement
or compromise; and (c) County providing to Motorola cooperation and, if
requested by Motorola, reasonable assistance in the defense of the Infringement
Claim.
8.3 If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for County the right to continue using the Products; (b) replace or modify the Products so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Product and grant County a credit for the Products, less a reasonable charge for depreciation. Any depreciation amount will be calculated based upon generally accepted accounting standards.

8.4 Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Products with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Products; (c) Products designed or manufactured in accordance with County's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Products by a party other than Motorola; (e) use of the Products in a manner for which the Products were not designed or that are inconsistent with the terms of this EULA; or (f) the failure by County to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to County extend in any way to royalties payable on a per use basis or the County's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from County from sales or license of the infringing Product.

8.5 The foregoing provides County and Motorola's entire liability and obligations in the event of an Infringement Claim. County has no right to recover, and Motorola has no obligation to provide, any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. The rights and remedies provided in this Section 8 are also subject to the restrictions set forth in Section 9 of this EULA.


9.1 Unless otherwise specified in the applicable warranty statement, Documentation, or in any other media at the time of Motorola's shipment of the Software, by Motorola, and for the warranty period specified therein, for the first 120 days after initial shipment of the Software to the County, Motorola warrants that the Software, when installed and/or used properly, will be free from reproducible defects that materially vary from its published specifications.

9.2 Motorola does not warrant that County's use of the Software or the Products will be uninterrupted or error-free or that the Software or the Products will meet County's particular requirements.

9.3 MOTOROLA'S TOTAL LIABILITY, AND COUNTY'S SOLE REMEDY, FOR ANY BREACH OF THIS WARRANTY WILL BE LIMITED TO, AT
MOTOROLA'S OPTION, REPAIR OR REPLACEMENT OF THE SOFTWARE OR PRODUCTS OR PAYMENT OF COUNTY'S ACTUAL DAMAGES UP TO THE AMOUNT PAID TO MOTOROLA FOR THE SOFTWARE OR THE INDIVIDUAL PRODUCT IN WHICH THE SOFTWARE IS EMBEDDED OR FOR WHICH IT WAS PROVIDED. THIS WARRANTY EXTENDS ONLY TO THE COUNTY; SUBSEQUENT TRANSFEREES MUST ACCEPT THE SOFTWARE "AS IS" AND WITH NO WARRANTIES OF ANY KIND. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

9.4 IN NO EVENT WILL MOTOROLA BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, TIME OR DATA, INCONVENIENCE, COMMERCIAL LOSS, LOST PROFITS, OR SAVINGS, TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS IN THIS PARAGRAPH WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

10. Term and Termination.

10.1 Any use of the Software, including but not limited to use on the Products, will constitute County's agreement to this End User License Agreement. County's right to use the Software will continue for the life of the Products with which or for which the Software and Documentation have been provided by Motorola unless County breaches this EULA, in which case this EULA and County's right to use the Software and Documentation may be terminated if the breach is not cured within five (5) business days.

10.2 Upon termination, Motorola will be entitled to seek immediate injunctive relief. Motorola will have the right to repossess all copies of the Software in County's possession. Within thirty (30) days after termination of County's right to use the Software, County must certify in writing to Motorola that all copies of the Software have been returned to Motorola or destroyed.


This Section applies if County is the United States Government or a United States Government agency. County'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, County'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 EULA. The provisions of this EULA will continue to apply, but only to the extent that they are consistent with the rights provided to the County under the provisions of the FAR and DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.


12.1 Compliance with Laws. County will comply with all applicable laws and regulations, including export laws and regulations of the United States. County will not, without 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 reship, 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 EULA.

12.2 No Third-Party Beneficiaries. This EULA is entered into solely for the benefit of Motorola and County. 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 End User License 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 EULA.

12.3 No Waiver. No waiver of a right or remedy of a party will constitute a waiver of another right or remedy of that party. The failure of either party to enforce any provision of this EULA is not a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.

Nothing herein shall be interpreted as a waiver of County’s rights, including the limitations of the waiver of immunity, as set forth in Florida Statutes § 769.28, or any other statutes, and County expressly reserves these rights to the fullest extent allowed by law.

12.4 Assignments. Motorola may assign any of its rights or sub-contract any of its obligations under this EULA or encumber or sell any of its rights in any Software, with prior notice to County.

12.5 Entire Agreement and Amendment. This EULA contains the parties’ entire agreement regarding County’s use of the Software and may be amended only in writing, signed by both parties. Motorola or County may amend this EULA as necessary to comply with applicable laws and regulations, such amendment shall be in writing, signed by both parties.

12.6 Notice. Any notice required by this EULA shall be sufficient if sent by the parties by certified or registered mail, by overnight courier or by confirmed facsimile transmission to the following:
12.7 **Severability.** If any provision of this EULA is held to be invalid, void, or enforceable, the remaining provisions of this EULA shall be valid and binding on each party.

12.8 **Governing Law and Venue.** The validity of this EULA and any of its terms and provisions, as well as rights and duties of the parties hereunder, shall be interpreted and enforced pursuant to and in accordance with the laws of the State of Florida without regard to its conflict of laws principles.

IN WITNESS WHEREOF, the parties hereto have caused this EULA to be duly executed by their authorized representatives as of the date of the last executed signature.

**MOTOROLA SOLUTIONS, INC.**

By: [Signature]

Name: Mike Pavick  
Title: Senior Director NGCS  
Date: November 15, 2018
SARASOTA COUNTY
BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY, FLORIDA

BY: ________________________
    CHAIR

DATE: ________________________

ATTEST:
KAREN E. RUSHING, Clerk of the Circuit
Court and Ex-Officio Clerk of the Board
of County Commissioners

BY: ________________________