

PURCHASE AGREEMENT

AGREEMENT made as of this 11th day of February 11, 2019

Between the Customer:

Name: City of Hollywood ("COH")

Address: 2600 Hollywood Blvd Hollywood, Florida 33020

And: Express Radio Inc. ("ERI")

10852 Wiles Road Coral Springs, Florida 33076

For the purchase and installation of the local Government UHF Radio System ("System") at the predetermined Radio Communication Sites ("Premises"):

City of Hollywood and Express Radio Inc. Agree as follows:

After the conclusion of Master Purchase Agreement, whereby during the term of this Service Agreement "COH" has the right, but not the duty, to purchase from time to time Products and related services, including parts. Pricing for the Products and Services will be pursuant to the List of Products and Pricing, Listed in the service agreement "Exhibit B" "ERI" will provide, ship, and install (if applicable) the Products, and perform the Services and its other contractual responsibilities, all in accordance with this Agreement. "ERI" will perform its contractual responsibilities in accordance with this Agreement.

ARTICLE I – INSTALLATION SERVICES

"ERI" shall deliver and install the Radio System identified in Exhibit "A" at the Premises in accordance with the general scope of work set forth therein. "ERI" Installation shall conform with current wireless industry engineering, construction standards, practices, OSHA safety and/or local safety regulations. "ERI" shall comply with applicable federal, state, and local codes and requirements, including the Florida Building Code. "ERI", with "COH" cooperation as or if needed, shall obtain any required Federal Communications Commission licenses and Notice of Construction filing.

"ERI" will designate a single individual for any project proposed that warrants a Project Manager (PM), whose primary responsibility and authority will be to manage and administer your project to completion as defined within the contract.

- Manage and refine the SOW, project schedule, implementation plan, and change orders.

- Allocate available resources, personnel, funding, and material to ensure that the system is implemented according to the scope of this project.

Conduct an inventory of received equipment to ensure proper delivery.

- Inspect the physical condition of Motorola-supplied hardware.
- Ensure that Motorola-provided equipment specifications are met.

Supervise field installation and implementation teams, ensuring all on-site installation, integration, and optimization tasks are performed within contract requirements.

- Ensure quality workmanship by all “ERI” personnel, vendors, and subcontractors
- Prepare for and conduct regular progress meetings and provide progress reports as required.
- Obtain “COH” sign-off and acceptance upon completion of training, installation, and acceptance testing.
- Escalate resolution of any issues encountered during system implementation.
- Manage the project to your satisfaction.
- Ensure successful transition to the warranty and maintenance phase.

Systems Technologist

For any project proposed that warrants an “ERI” System Technologist, their primary responsibility is to ensure the professional programming and optimization with system implementation.

- Participate in all equipment programming and configuration development.
- Oversee the integration and optimization of all system hardware and software.
- Participate in the Acceptance Test Plan.
- Assist in the development and execution of the system cutover plan.

TERM AND PRICING

“ERI” compensation for the services pursuant to this Installation and purchase Agreement shall be [????????? of, or basis for, compensation]:

The “COH shall pay “ERI” an initial payment of One hundred Ninety Nine Thousand Five Hundred Thirty Eight Dollars and Sixty Eight Cents (\$ 199,538.68 USD) as a minimum payment under this Agreement. The initial payment shall be credited to the total project cost of Seven Hundred Ninety Eight Thousand One Hundred Fifty Four Dollars AND Seventy Five Cents (\$798,154.75 USD) with additional payments due upon agreed draw schedule. ***See Below ***

Payments are due and payable upon receipt of “ERI” invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest from the date payment is due at the rate of one point five percent (1.5%) per month.

Draw Schedule

- 25% ---- Execution of contract
- 25% ---- Delivery of Equipment
- 25% ---- Installation of Equipment
- 25% ---- System Acceptance

HOURS OF SERVICE

“ERI” shall perform the Installation Services during normal business hours which are Monday through Friday, 8:30 a.m. through 4:30 p.m.

CUSTOMER’S OBLIGATIONS

“COH shall make all reasonable efforts to assist “ERI” with the Installation process of the Radio System. This includes the following, where applicable:

- Ready and safe access to the Equipment, including escorting “ERI” where necessary, and obtaining security clearances. Delays caused by lack of free and unhindered access to the site or appointments that are cancelled will delay System Deployment.
- “COH” will supply electrical power in quality, quantity, and levels currently available at the Premises and customary for the operation of the Radio Equipment.
- “COH responsible for redundant data link between sites.
- System shall be maintained solely by “ERI” and its employees and agents for length of contract

LIMITATIONS AND CONDITIONS OF LIABILITY

FOR ANY AND ALL CLAIMS THAT MAY ARISE FROM OR RELATE TO PERFORMANCE OR NONPERFORMANCE UNDER THIS INSTALLATION AGREEMENT, IN NO EVENT IS EITHER PARTY LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, OR OTHER INDIRECT DAMAGES CAUSED BY ITS NEGLIGENCE OR OTHERWISE, NOR FOR ECONOMIC LOSS, COST OF COVER, LOSS OF USE OF EQUIPMENT OR FACILITIES, OR COST OF REPROCUREMENT.

MAXIMUM LIABILITY FOR DAMAGES CAUSED BY ITS FAILURE(S) TO PERFORM ITS OBLIGATIONS UNDER THIS INSTALLATION AGREEMENT; (I) TO BE COVERED IN WHOLE OR IN PART BY INSURANCE; (II) PROVEN DIRECT DAMAGES FOR ANY CLAIMS ARISING OUT OF PERSONAL INJURY OR DEATH, OR DAMAGE TO REAL OR PERSONAL PROPERTY, CAUSED BY THE PARTY'S NEGLIGENT OR WILLFUL MISCONDUCT; AND (III) PROVEN DIRECT DAMAGES FOR ALL OTHER CLAIMS ARISING OUT OF THIS INSTALLATION AGREEMENT NOT TO EXCEED \$50,000.00. CUSTOMER'S PAYMENT OBLIGATIONS AND THE PARTIES' INDEMNIFICATION OBLIGATIONS UNDER THIS INSTALLATION AGREEMENT ARE EXCLUDED FROM THIS PROVISION.

Insurance. ERI maintains such insurance as will protect it from claims under Worker's Compensation acts and other employee benefit act, from claims for damages because of bodily injury, including death and from claims for damages to property which may arise out of or result from ERI's operations under this Agreement whether such operations be by it or by any subcontractor hired by it or anyone directly employed by any of them. In addition, ERI shall maintain professional liability coverage and insurance to cover any losses under of this Agreement. The limits of all coverage shall be subject to the prior approval of the Customer. The Customer shall be named as an additional insured in all policies required to be maintained hereunder with the exception of the Worker's compensation and professional liability insurance, and ERI shall furnish the Customer with an endorsement to such insurance policies specifying that the Customer has been named as such. As a condition precedent to entitlement to payment, ERI must maintain the above-described coverage and upon request furnish a copy of all policies to the Customer. Evidence of Insurance shall be delivered to the Customer prior to the commencement of the Work, and said evidence of insurance shall contain a provision that coverage afforded under the policies will not be canceled or materially altered without thirty (30) days prior written notice to the Customer.

CUSTOMER’S REPRESENTATIVE;

“COH” shall designate in writing a representative with full authority to bind and obligate “COH” on all matters arising out of or relating to this Agreement and who is authorized and responsible to act and communicate on behalf of the “COH” with respect to this Agreement.

Name:	Position:
Address:	Phone Number:
E-mail:	

EXCLUSIONS

“COH” shall exercise reasonable care and operate the Equipment in the manner for which it was designed and intended. The following is excluded from this plan:

- Material signal interference between the Radio System and any of “COH” equipment and systems that were installed at the Premises on or after the Radio System Installation.
- Equipment damaged by “COH” or third parties, including misuse or mishandling of the Equipment.
- External power wiring, circuit breakers, and disconnects supplying electrical service for the Equipment.
- For installations in which a generator has been installed, replacement components are not included in this Agreement.

TERMS AND CONDITIONS

1. To the best of “COH” knowledge, there are no substances, chemicals, or wastes on or within “COH” Premises that are identified as hazardous, toxic, or dangerous in any applicable federal, state, or local law or regulation (collectively, “Hazardous Substance”). “ERI” will not introduce or use any Hazardous Substance on or within the Premises in violation of any applicable law. “COH” will have the sole responsibility for the identification, investigation, monitoring, remediation, and cleanup of any Hazardous Substance discovered at or within “COH” Premises and “COH” agrees to indemnify, defend, and hold harmless “ERI” from any and all claims for damages, losses, liabilities, or expenses—including reasonable attorneys’ fees—relating to any Hazardous Substance present at or within “COH” Premises unless the presence of the Hazardous Substance is caused directly by the activities of “ERI”.

2. Interference Acknowledgement. "ERI" acknowledges that even with proper design, installation, operation, and maintenance, the Radio System may cause interference or be subject to interference with some systems.
3. "ERI" shall not be liable for any fault or delay in performance hereunder caused by any contingency beyond our control including, but not limited to, short or reduced supply of replacement parts or materials, strikes, unusually severe weather, war, or governmental restrictions.
4. This Agreement represents the entire and integrated Agreement between the "COH and "ERI" and supersedes prior negotiations, representations, or agreements, either written or oral. The Agreement may only be amended or modified by written modification signed by both "COH" and "ERI".
5. Venue for any dispute arising out of or relating to this Agreement shall be in Broward County, Florida. In the event of a dispute arising under or related to this Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to and determining or quantifying the amount of recoverable attorneys' fees and costs.
6. To the fullest extent permitted by law, the Customer shall indemnify and hold harmless "ERI" and its agents and employees from and against any and all claims, damages, losses and expenses, including but not limited to attorney's' fees and costs, arising out of or resulting from performance of this Agreement, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable.
7. To the fullest extent permitted by law, "ERI" shall indemnify and hold harmless "COH" and its agents and employees from and against any and all claims, damages, losses and expenses, including but not limited to attorney's' fees and costs, arising out of or relating to this Agreement, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of "ERI", anyone directly or indirectly employed by "ERI", or anyone for whose acts "ERI" may be liable.
8. In the event that any sentence, paragraph, section, provision, or article of this Agreement is declared by a court of competent jurisdiction to be void or invalid, such sentence, paragraph, provision, section, or article shall be deemed severed from the remainder of this Agreement and the balance of this Agreement shall survive and remain in full effect.

- 9. The failure by "ERI" or the "COH" to enforce against the other any term or provision of this Agreement shall not be deemed a waiver of such party's right to enforce against the other the same or any other term or provision in the future.
- 10. This Agreement may be executed in counterparts, each of which shall be deemed an original. Signatures obtained or transmitted by facsimile or e-mail shall be deemed to have the same binding force and effect as original signatures.
- 11. **JURY TRIAL WAIVER:** TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT.

This Agreement entered into as of the day and year first written above.

City of Hollywood	Express Radio Inc.
By:	By: Steve Flaughner
Title:	Title: Vice President
Date:	Date:

EXHIBIT A

GENERAL SCOPE OF WORK:

1. Project scope is limited by information and data contained in this document.
2. All assumptions derived from "COH" provided information.
3. Design system topology to ensure 90% coverage 90% of the time.
4. Deliver 457 subscriber units (portable mobile, base)
5. Establish a frequency plan and intermodulation study.
6. Deliver all ancillary equipment at three sites.
7. Install Infrastructure antennas and Back Haul antennas.
8. Install ancillary equipment at three tower sites.
9. Configure and optimization.
10. Create code plug template.
11. Install mobile and base units.
12. Develop an accepted test plan.

EXHIBIT B

“ERI will honor Motorola BSO contract 12-29077JHJ 1-3-2018 for the term of 5 years for all discount pricing. Updated each time contract is renewed.

Discount % Off of Current List Price	Category of Equipment
15%	X-Series P25 Subscribers
25%	APX P25 Subscribers
23%	X-Series/APX Accessories
15%	X-Series Non-P25 Subscribers
20%	APX Non-P25 Subscribers
15%	TRBO Subscribers and Accessories
15%	Motorola WARIS Categorized Commercial Subscribers and Accessories
15%	On all other Motorola Manufactured Equipment
25%	SCADA Equipment
8%	Motorola Drop Ship Equipment
15%	Wireless Broadband and Networking Equipment
10%	Computer Aided Dispatch (CAD)
5%	Long Term Evolution (LTE)
7%	Video Security Solutions
10%	In vehicle Camera, Si500 Dems (Body Worn Camera) and ALPR Solutions