CITY OF LAREDO FEBRUARY 17,2025

# CITY OF LAREDO MCC7500E DISPATCH CONSOLE ADD (Fourth Position)



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Motorola Solutions, Inc. 500 W Monroe Street, Ste 4400 Chicago, IL 60661-3781 USA

February 17, 2025

Mr. JC Pruneda Denton County Street Address City, State Zip

Subject: MCC 7500E Console Expansion

Dear Mr. Pruneda,

Motorola Solutions, Inc. ("Motorola") is pleased to have the opportunity to provide the City of Laredo with quality communications equipment and services. The Motorola project team has taken great care to propose a solution that will meet your needs. Motorola's Proposal will provide the City of Laredo with on additional MCC7500E operator position. This proposal assumes that this additional position is implemented in conjunction with the previously ordered two additional positions.

This proposal is subject to the terms and conditions of the enclosed Motorola proposal and the Texas DIR-CPO-5433 contract, its Exhibits, and applicable Addenda, and remains valid for a period of ninety (90) days from the date of this cover letter. This proposal may be accepted by issuing a \_\_\_\_ed purchase order that specifically references "subject to the terms and conditions of Motorola's Proposal dated 2 17 2025 and the Texas DIR-CPO-5433 contract." Motorola would be happy to discuss any questions the City may have about the proposal.

We thank you for the opportunity to furnish the City of Laredo with "best in class" solutions and we hope to strengthen our relationship by implementing this project. Our goal is to provide you with the best products and services available in the communications industry.

Sincerely,

Motorola Solutions, Inc.

Chris Matthieu

Area Sales Manager



City of Laredo

Dispatch Console Addition

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## SYSTEM DESCRIPTION

#### 1.1 SYSTEM OVERVIEW

Motorola is pleased to present the City of Laredo with a proposal to add one (1) additional MCC7500E console to their existing five (5) MCC7500 console system (VPM based). Motorola understands that the City will be purchasing another Motorola proposal which includes adding the upgrades of the existing five (5) MCC7500 consoles to MCC7500E consoles via the City's Lifecycle Service Agreement and adding two (2) new MCC7500E's consoles. Motorola assumes the aforementioned proposal and this proposal will be purchased before end of year, therefore this proposal will be implemented together and the resource admin time has been adjusted to reflect both proposals to be run as a single, joint project. Meaning there will be only one Customer Design Review to include both projects, and the project meetings will cover both projects.

For this single add MCC7500E console the existing dispatch LAN switch will be reused. A backup APX6500 control station is included for the MCC7500E dispatch console with a new antenna system. This single add MCC7500E will create a 9th MCC7500E dispatch console position.

#### 1.2 PROPOSED MCC 7500E EQUIPMENT

The additional single MCC7500E Console for City of Laredo will consist of the following equipment:

- MCC 7500E operator position with CommandCentral Hub and keyboard and mouse
- 22-inch touch LCD monitor
- MCC7500E ASTRO 25 Trunking Operation license •
- MCC 7500E Basic Console Functionality software license
- MCC7500E Advanced Conventional Operation license
- MCC7500E IED Operation license
- MCC7500E Secure Operation License Supports ADP/AES/DES-OFB Algorithm •
- MCC7500E 160 Radio Resource License
- Enhanced Instant Recall Recorder (IRR) software license
- IRR Playback Speakers
- **Operator Position Speakers**
- Headset Jacks
- Headset
- Gooseneck Microphone
- PTT Footswitch

As part of the backup mobile the following equipment is proposed with the position:

One (1) 7/800 APX6500 Mobile with Antenna System

#### 1.3 MCC 7500E DISPATCH CONSOLE

The MCC 7500E IP dispatch console is a Motorola mission critical wire-line radio dispatch console system. The MCC 7500E is built on the MCC 7500 high-tier radio dispatch console platform and reuses the MCC 7500 GUI. The MCC 7500E console offers

mobility and versatility at a reduced footprint than the MCC 7500 console. The console provides dispatch users with reliable and convenient access to radio resources within the ASTRO 25 infrastructure. The MCC 7500E is offered in a small form factor PC.

The MCC 7500E console delivers true wire-line capability including Console Priority to give dispatchers immediate access to a talkgroup or conventional channel.



The MCC 7500E requires no external voice processing hardware (no VPM hardware) to perform dispatch operations. Audio vocoding and encryption are performed under the Windows Operating System. The MCC 7500E supports software based end-to-end encryption. Software based encryption is supported with a key file import for systems with the Key Management Facility system. The reduced hardware configuration is ideal for installation in limited spaces.

#### **ASSUMPTIONS** 1.4

- Motorola assumes the previous console add/upgrade proposal being purchased by the City will be implemented together with this project. This proposal will not be treated as a separate proposal. If there is a greater than a 60 day period between the receipt of both POs, a change order will be required for the extended projection duration required to complete. If only one proposal is purchased, a change order will be required to adjust for the necessary resource time.
- Any location upgrades or modifications are the responsibility of the City.
- The City will provide a 20A Quad Outlet within 6ft of the dispatch console position equipment to provide the necessary power to the dispatch console equipment. No UPS have been included as part of this proposal.
- The City will provide the dispatch furniture on which the proposed MCC7500E console position could be installed on.
- Existing conduits and core bore openings will be available for use during antenna system cable installation at the dispatch site.
- The City will program the proposed backup APX 6500 control station.
- No new console template is required. Existing template shall be used.
- Motorola assumes the control station shall be able to communicate as needed. No coverage guarantee is included. In the event that a design change is required, a change order will be required and any cost associated will be the responsibility of the customer.
- A lifecycle support notice has been issued for the MCC7500E; the current MCC7500E platform will no longer be supported beyond the announced End of Support date. The customer has been advised the next generation AXS console platform is available for purchase. SUA II does not cover product platform migrations. The customer understands the Platform Migration and has requested a quote of the MCC7500E product platform.

# STATEMENT OF WORK

#### 2.1 **OVERVIEW**

The document delineates the responsibilities between Motorola and City of Laredo as agreed to by contract.

The following table describes the tasks involved with installation and configuration

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Tasks	Motorola Solutions	Customer	
PROJECT INITIATION			
Contract Finalization and Team Cr	eation		
Execute contract and distribute contract documents.	X	X	
Assign a Project Manager as a single point of contact.	X	Χ	
Assign resources.	X	X	
Schedule project kickoff meeting.	Х	X	
Deliverable: Signed contract, defined project team, and scheduled project kickoff meeting.			
Project Administration			
Ensure that project team members attend all meetings relevant to their role on the project.	X	X	
Set up the project in the Motorola Solutions information system.	X		
Record and distribute project status meeting minutes.	X		
Maintain responsibility for third-party services contracted by Motorola Solutions.	X		
Complete assigned project tasks according to the project schedule.	X	X	
Submit project milestone completion documents.	X		

Deliverable: Completed and approved project milestones throughout the project.

documents.

holidays.

Χ

Upon completion of tasks, approve project milestone completion

time with the exception of Motorola Solutions' and the Customer's

Conduct all project work Monday thru Friday, 8 a.m. to 5:00 p.m. local

Χ

Tasks	Motorola Solutions	Customer
Project Kickoff		
Introduce team, review roles, and decision authority.	X	X
Present project scope and objectives.	X	
Review SOW responsibilities and project schedule.	X	X
Schedule Design Review.	X	X

Deliverable: Completed project kickoff and scheduled Design Review.

Design Review		
Review the Customer's operational requirements.	X	X
Present the system design and operational requirements for the solution.	X	
Present installation plan.	X	
Present preliminary cutover plan and methods to document final cutover process.	X	
Present configuration and details of sites required by system design.	X	
Validate that Customer sites can accommodate proposed equipment.	X	
Provide approvals required to add equipment to proposed existing sites.		X
Review safety, security, and site access procedures.	X	X
Present equipment layout plans and system design drawings.	X	
Provide heat load and power requirements for new equipment.	X	
Provide information on existing system interfaces.		X
Assume liability and responsibility for providing all information necessary for complete installation.		X
Assume responsibility for issues outside of Motorola Solutions' control.		X

Deliverable: Finalized design documentation based upon "frozen" design, along with any relevant Change Order documentation.

#### SITE PREPARATION AND DEVELOPMENT

Site Planning	
Provide necessary buildings, equipment shelters, and towers for installation of system equipment.	X

Tasks	Motorola Solutions	Customer
Provide the R56 requirements for space, power, grounding, HVAC, and connectivity requirements at each site.	X	
Provide adequate electrical power in proper phase and voltage at sites.		X
Confirm that there is adequate utility service to support the new equipment and ancillary equipment.		X
Modify rooftop to ensure that they are capable of supporting proposed antenna loads as described in the system description, if necessary.		X
Conduct site walks to collect pertinent information (e.g. location of telco, power, structures, etc.)	X	
Ensure that each site meets the R56 standards for space, grounding, power, HVAC, and connectivity requirements.		X

Deliverable: Information and permitting requirements completed at each site.

General Facility Improvements	
Provide adequate HVAC, grounding, lighting, cable routing, and surge protection based upon Motorola Solutions' Standards and Guidelines for Communication Sites (R56)	X
Ensure the resolution of environmental and hazardous material issues at each site including, but not limited to, asbestos, structural integrity (tower, rooftop, water tank, etc.), and other building risks.	X
Ensure that electrical service will accommodate installation of system equipment, including isolation transformers, circuit breakers, surge protectors, and cabling.	X
Provide obstruction-free area for the cable run between the demarcation point and system equipment.	X
Provide structure penetrations (wall or roof) for transmission equipment (e.g. antennas, microwave radios, etc.).	Х
Supply interior building cable trays, raceways, conduits, and wire supports.	X

Deliverable: Sites meet physical requirements for equipment installation.

# Equipment Order and Manufacturing Create equipment order and reconcile to contract. Manufacture Motorola Solutions-provided equipment necessary for system based on equipment order. Procure non-Motorola Solutions equipment as proposed. X Deliverable: Equipment procured and ready for shipment.

Tasks	Motorola Solutions	Customer
Equipment Shipment and Storage		
Provide secure location for solution equipment.	X	
Pack and ship solution equipment to the identified, or site locations.	X	
Receive solution equipment.	X	
Inventory solution equipment.	X	
Deliverable: Solution equipment received and ready for installation		

General Installation		
Deliver solution equipment to installation location.	X	
Coordinate receipt of and inventory solution equipment with designated contact.	X	
Install all proposed fixed equipment as outlined in the System Description based upon the agreed-upon floor plans, connecting audio, control, and radio transmission cables to connect equipment to the power panels or receptacles, and audio/control line connection points. Installation performed in accordance with R56 standards and state/local codes.	X	
Provide system interconnections that are not specifically outlined in the system design, including dedicated phone circuits, microwave links, or other types of connectivity.		X
Ensure that Type 1 and Type 2 AC suppression is installed to protect installed equipment.		X
Connect installed equipment to the provided ground system.	X	
Label equipment, racks, and cables.	X	
Note any required changes to the installation for inclusion in the "asbuilt" system documentation.	X	

Deliverable: Equipment installed.

Console Installation and Configuration		
Identify circuits for connection to console and a demarcation point located within 25 feet of the console interface.		X
Provide console furniture and make room for new console installation.		X
Connect console to circuit demarcation points.	X	
Install CommandCentral Hub and all associated console equipment at each position.	X	

Tasks	Motorola Solutions	Customer
Install peripheral console equipment in accordance with R56 standards and state/local codes.	X	
Perform console programming and configuration.	X	

Deliverable: Console equipment installation completed.

#### SYSTEM OPTIMIZATION AND TESTING **Functional Acceptance Testing** Verify the operational functionality and features of the solution Χ supplied by Motorola Solutions, as contracted. Witness the functional testing. Χ Document all issues that arise during the acceptance tests. Χ If any major task for the system as contractually described fails Χ during the Customer acceptance testing or beneficial use, repeat that particular task after Motorola Solutions determines that corrective action has been taken. Resolve any minor task failures before Final System Χ Acceptance. Document the results of the acceptance tests and present for Χ review. Χ Review and approve final acceptance test results.

Deliverable: Completion of functional testing and approval by Customer.

PROJECT TRANSITION				
Cutover				
Finalize Cutover Plan.	X	X		
Conduct cutover meeting with relevant personnel to address both how to mitigate technical and communication problem impacts to the users during cutover and during the general operation of the system.	X			
Notify the personnel affected by the cutover of the date and time planned for cutover.		Х		
Provide ongoing communication with users regarding the project and schedule.		X		
Cut over users and ensure that user radios are operating on system.		X		
Resolve punchlist items, documented during the Acceptance Testing phase, in order to meet all the criteria for final system acceptance.	X			

City of Laredo Dispatch Console Addition

Motorola Solutions Confidential Restricted

Tasks	Motorola Solutions	Customer
Assist Motorola Solutions with resolution of identified punchlist items by providing support, such as access to the sites, equipment and system, and approval of the resolved punchlist items.		X

Deliverable: Migration to new system completed, and punchlist items resolved.

Transition to Warranty						
Review the items necessary for transitioning the project to warranty support and service.	X					
Motorola Solutions to provide services during year 1 warranty which align with the proposed services.	X					
Provide a Customer Support Plan detailing the warranty support associated with the contract equipment.	X					
Participate in the Transition Service/Project Transition Certificate (PTC) process.		Х				

Deliverable: Service information delivered and approved by Customer

Finalize Documentation and System Acceptance					
Provide manufacturer's installation material, part list and other related material to Customer upon project completion.	X				
Provide an electronic as-built system manual on CD or other Customer preferred electronic media. Drawings will be delivered in Adobe PDF format.	X				
Receive and approve documentation.		X			
Execute Final Project Acceptance.	X	X			

Deliverable: All required documents are provided and approved. Final Project Acceptance.

#### 2.2 **SCHEDULE**

Below is a high level schedule of tasks with an approximate timeline and order of events. A final project schedule will be developed based upon mutual agreement between Motorola Solutions and City of Laredo at the Detailed Design Review (DDR). The equipment order/ship timeline reflected below is the average lead time for materials. The duration may be impacted by global supply chain shortages.

#### High level schedule:

PROJECT PHASE	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8
Project Kickoff								
Design / Order								
Manufacture								
Install Dispatch								
Program / Config / Optimize								
Testing								
Cut-Over (Go-Live)								
Final Acceptance								

# **ESSENTIAL PLUS SERVICES**

#### 3.1 OVERVIEW

Essential Plus Services for ASTRO® 25 infrastructure will provide City of Laredo with the support needed to detect and resolve unforeseen issues. Essential Plus Services consist of the following elements:

- Network Hardware Repair
- Security Update Service (SUS)
- On-site Infrastructure Response
- Annual Preventive Maintenance
- Remote Security Update Services

Together, these elements will help to avoid operational disruptions and maintain the value of City of Laredo's communications investment.

#### 3.2 ESSENTIAL PLUS ELEMENT DESCRIPTIONS

The following sections describe the elements proposed for City of Laredo's ASTRO 25 infrastructure.

#### 3.2.1 Network Hardware Repair

To restore City of Laredo's ASTRO 25 network components if they malfunction, Motorola Solutions will repair Motorola Solutions-provided infrastructure equipment. This includes select third-party infrastructure equipment supplied by Motorola Solutions. Motorola Solutions will ship and return repaired equipment, and will coordinate the repair of third-party solution components.

#### 3.2.2 Security Update Service

Commercial security software updates are often designed without consideration for specialized systems like radio communications networks. Therefore, they may at sometimes inadvertently disrupt ASTRO 25 networks such as the one proposed to City of Laredo. Motorola Solutions will test anti-virus, operating system and other software patches to check their compatibility with ASTRO 25.

Once tested, Motorola Solutions will post the updates to a secured extranet website and send an email notification to City of Laredo. If there are any recommended configuration changes, warnings or workarounds, Motorola Solutions will provide detailed documentation along with the updates on the website. When tested updates have been posted, City of Laredo will need to download and install them.

#### **On-site Infrastructure Response** 3.2.3

Motorola Solutions will provide repair service from trained and qualified technicians. Once dispatched, technicians will travel to City of Laredo's ASTRO 25 network location to diagnose issues and restore functionality. These technicians will run diagnostics on hardware to identify defective components, and repair or replace them as appropriate. Infrastructure Response times are based on a given issue's impact on overall system function.

Travel times and service levels are governed by local geography. Motorola Solutions will provide additional information in the Statement of Work for ASTRO 25 Essential Plus Services and in the Customer Support Plan agreed between City of Laredo and Motorola Solutions.

#### 3.2.4 **Annual Preventive Maintenance**

Motorola Solutions will annually test and service network components. Qualified field technicians will perform routine hands-on examination and diagnostics of network equipment to keep them operating according to original manufacturer specifications.

#### 3.2.5 **Remote Security Update Service**

Real-time, continuous ASTRO® 25 radio communications network monitoring and event management. Using sophisticated tools for remote monitoring and event characterization, Motorola will assess events, determine the appropriate response and initiate that response. Possible responses include remotely addressing the issue, escalation to product technical support groups, and dispatch of designated field technical resources.

#### **MOTOROLA SOLUTIONS SERVICE DELIVERY** 3.3 **ECOSYSTEM**

Essential Plus Services are delivered through a tailored combination of field service personnel, centralized teams, product repair depots and Customer Hub. These service resources will collaborate to swiftly analyze network issues, accurately diagnose root causes, and efficiently resolve issues to return the network to normal operation.

Motorola Solutions services will be delivered by staff experienced in servicing missioncritical networks. Motorola Solutions uses the Information Technology Infrastructure Library (ITIL) framework to define service tasks based on industry-recognized best practices. As staff perform tasks, service incident information will be available to City of Laredo's administrators and personnel through Customer Hub.

Service activities and Motorola Solutions' service team are described in more detail below.

#### 3.3.1 **Centralized Managed Support Operations**

The cornerstone of Motorola Solutions' support process is the Centralized Managed Support Operations (CMSO) organization. This TL 9000/ISO 9001-certified organization is staffed 24x7x365 by experienced service desk specialists, security analysts and operations managers. The CMSO houses critical central functions, including the Service Desk.

The CMSO Service Desk will serve as a single point of contact for services. It processes service requests, service incidents, change requests, and dispatching. The Service Desk communicates necessary information to stakeholders, bridging communications among City of Laredo, Motorola Solutions, and third-party subcontractors.

Service Desk teams record, track, and update incidents through the Motorola Solutions Customer Relationship Management (CRM) system. They document and respond to inquiries, requests, concerns and service tickets. When an incident is initiated, the CMSO will engage with teams to resolve that incident. The CMSO will escalate to new teams when needed. Depending on the incident, the CMSO will coordinate incident resolution with local field service and authorized repair depots.

#### **Field Service** 3.3.2

Motorola Solutions authorized and qualified field service technicians will perform the On-site Infrastructure Response service, repair malfunctioning hardware in the field, and conduct preventive maintenance tasks. These technicians will coordinate with the Service Desk, technical support teams, and product engineering as needed to resolve incidents.

#### **Repair Depot** 3.3.3

The Motorola Solutions Repair Depot will provide City of Laredo with a central repair location. This will eliminate the need to send network equipment to multiple vendor locations for repair. Motorola Solutions tracks products sent to the Depot via a case management system throughout the repair process. This system will enable City of Laredo's representatives to check repair status, from inbound shipment to return.

#### **Customer Support Manager** 3.3.4

A Motorola Solutions Customer Support Manager (CSM) will be City of Laredo's key point of contact for the definition and administration of services. The CSM will work with City of Laredo to define service delivery details to address City of Laredo's specific priorities.

#### 3.3.5 **Customer Hub**

To provide City of Laredo with quick access to service details, Motorola Solutions will provide our Customer Hub online network information tool. Customer Hub provides our customers with real-time critical network and services information through an easy-to-use graphical interface.



Figure 1-1: Customer Hub offers real-time, role-based access to critical network and services information.

With Customer Hub, City of Laredo's administrators will be able to monitor system health and maintenance updates. Capabilities include:

- Viewing network and support compliance
- Viewing incident reports
- Updating and creating incidents
- Checking system update status
- Receiving pro-active notifications regarding updates

Available 24x7x365 from any web-enabled device, the information provided by Customer Hub will be based on your needs and user access permissions, ensuring that the information displayed is secure and pertinent to your operations.

#### 4.1.1 System Upgrade Agreement II

The System Upgrade Agreement II (SUA II) service provides public safety radio system release updates on a consistent, budgeted plan. These updates maintain reliable network operations and cybersecurity protection. In addition, SUA II keeps City of Laredo's ASTRO 25 network compatible with expansion elements, as well as new products or features. With SUA II, City of Laredo's network will remain on a release that qualifies for support services.

Motorola Solutions will deliver SUA II in two-year periods, with up to one update in each period. The SUA II service includes the following:

 Software Release Updates - Motorola Solutions-certified software that improves network functions over previous releases. This also includes commercial operating system and application software updates.

### PRICING SUMMARY

Motorola is pleased to provide the following equipment and services to City of Laredo

Description	Price (\$)
Equipment	\$34,764
Installation	\$75,300
DIR Contract Discount	(-\$10,416)
Total System	\$99,648

Due to significant market volatility and material price fluctuations in raw materials such as steel, copper, finished wood and concrete, in the event of a cost increase in material, equipment or energy occurring during implementation of the project through no fault of Motorola Solutions, the contract price, time of completion and/or contract requirements shall be equitably adjusted by Change Order in accordance with the procedures of the contract documents. Motorola Solutions reserves the right to apply a fuel surcharge to the quoted freight rates on all shipments based on the cost of diesel at the time of shipment.

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones.

#### System Purchase

- 1. 50% of the Contract Price due upon contract execution (due upon effective date); and
- 50% of the Contract Price due upon Final Acceptance. 2.

Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola shall invoice for installations completed on a site-bysite basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber equipment values to total contract price. Overdue invoices will bear simple interest at the maximum allowable rate by state law.

# CONTRACTUAL DOCUMENTATION

This proposal is subject to the terms and conditions of the enclosed Motorola proposal and the Texas DIR-CPO-5433 contract, its Exhibits, and applicable Addenda, and remains valid for a period of ninety (90) days from the date of the cover letter. This proposal may be accepted by issuing a \_\_\_\_ed purchase order that specifically references "subject to the terms and conditions of Motorola's Proposal dated 2 17 2025 and the Texas DIR-CPO-5433 contract".

#### Data Location

o Disclaimer: Data for the State of Texas Customer may be exported by Provider if (1) access is needed for internal business purposes such as processing orders or invoices to Poland, or (2) access to Customer Data is necessary to enable third tier development support personnel located outside of the United States to perform fixes or other remedial services associated with the products and services purchased hereunder.

#### Product Accessibility

 Disclaimer: Motorola provides products geared towards law enforcement professionals in their day-today operations and as such, our mobile video products are provided to work in and be supported in that environment. This Agreement encompasses a large variety of products, and as such accessibility for mobile video products may vary based on its environment and function, as such the accessibility requirements in this section shall not apply to Mobile Video Products. To the extent that accessibility standards could be applicable and/or commercially feasible for the applicable products and their environment, the DIR agencies may request that Motorola either provide the most recent VPAT assessment (if available) or respond to an accessibility information request within a reasonable timeframe

#### Limitation of Liability

 The liability for damages in any claim or cause of action arising under or related to the Purchase Order contemplated herein shall not exceed two times (2x) the total value of the Purchase Order. Such value includes all the amounts paid and amounts to be paid over the life of the Purchase Order to Motorola by Customer as described in the Purchase Order.

#### • License Agreement Term and Termination

o Disclaimer: Licensee's right to use the Software and Documentation will begin when a signed purchase order is issued and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola. Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the

Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

o Disclaimer: Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).