

## Exhibit 2

### SOFTWARE LICENSE AGREEMENT

This License Agreement ("Agreement") is made on June 27, 2011, (the "Effective Date") between Harris Corporation, a Delaware Corporation, through its RF Communications Division, ("LICENSOR") with offices at 221 Jefferson Ridge Parkway, Lynchburg, VA 24501 and the Division of State Information Technology, 4430 Broad River Road, Columbia, SC 29210 ("LICENSEE"). LICENSOR is the owner of certain wireless communications software programs and LICENSEE desires to obtain a license from LICENSOR to use such wireless communications programs.

#### 1.0 Definitions.

- a. "Licensed Programs": The term Licensed Programs shall mean the wireless communications computer programs in software or firmware supplied under this Agreement by LICENSOR in binary form to the LICENSEE (stand alone or in conjunction with the purchase of a LICENSOR wireless communications system) and as identified in Exhibit A. Licensed Programs shall also include all other material related to the Licensed Programs supplied by LICENSOR to LICENSEE hereunder, and which may be in machine readable or printed form, including but not limited to user documentation and/or manuals. "Binary form" shall mean the executable version of the Licensed Programs.
- b. "Third Party Software Products": The term Third Party Software Products shall mean software products included in the Licensed Programs specified in Exhibit A which were licensed/purchased by LICENSOR from third parties.
- c. "Primary Agreement": means the agreement to which this exhibit is attached.

#### 2.0 License Grant for Licensed Programs.

- 2.1 Subject to the Contract and the performance by Licensee of its obligations hereunder, LICENSOR hereby grants to Licensee, and Licensee hereby accepts from LICENSOR, (a) a personal, non-transferable, non-exclusive, limited license in North America to use the licensed programs in binary form only and (b) install and execute such Licensed Programs on Licensee's equipment and (c) a personal, non-transferable, non-exclusive, limited sublicense in North America to use the Third Party Software Products only as they are incorporated in to the Licensed Programs, and not as a standalone product, in binary form only. This license does not transfer any right, title, or interest in the Licensed Programs. Third Party Software Products are to be used for internal business purposes only, and not to be used for purposes of development or modifications. Licensee may not use Third Party Software Products for any sublicensing, timesharing, rental, facility management, or service bureau uses. Use of the Third Party Software Products, as incorporated into the Licensed Programs, shall be restricted to the number of CPU's equal to the respective number of CPU Licenses purchased by Licensee, as indicated in Licensee's order.
- 2.2 With respect to the Licensed Programs, LICENSEE will not alter, deface, discard, or erase any media, documentation, or LICENSOR or Third Party Licensor's trademarks or proprietary rights notices.

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- 2.3 LICENSEE will not reproduce, modify, or make derivative works of the Licensed Programs, except that LICENSEE may make one archival, and one inactive backup, copy of the Licensed Programs. In addition, LICENSEE, its agents, consultants and/or its subcontractors will not attempt to reverse engineer, decompile, or reverse-compile any software contained in the Licensed Programs and any attempt to do so shall be a material breach of this Agreement.
- 2.4 Neither the Licensed Programs, nor any sublicensed programs or products are designed or intended for use in connection with any nuclear, aviation (including but not limited to on-line control of aircraft, air traffic, aircraft navigation or aircraft communications), or any other inherently dangerous application that would result in death, personal injury, catastrophic damage or mass destruction, or for use in the design, construction, operation or maintenance of any nuclear, aviation or other inherently dangerous application that would result in death, personal injury, catastrophic damage or mass destruction.
- 2.5 Third Party Software Products may be subject to additional license terms, which, if applicable, are set out in Product Specific License Terms attached hereto as Exhibit B to this Agreement.
- 3.0 Protection and Security of Licensed Programs. Confidential and proprietary rights are described in sections 3.1 and 3.2 of the Primary Agreement.**
- 4.0 Warranty**  
Warranty is described in section 1.12 of the Primary Agreement.
- 5.0 Liability For Damages. Liability for damages is described in section 1.23 of the Primary Agreement.**
- 6.0 Term and Termination.**
- 6.1 Unless earlier terminated as provided herein, the Term of this Agreement shall be perpetual.
- 6.2 This Agreement may be terminated at any time by written mutual agreement of the parties.
- 6.3 LICENSOR reserves the right, in addition to any other remedies it may retain in this Agreement or may be entitled to in law or equity, to terminate this Agreement at any time prior to the expiration of any Term in the event:
- a) LICENSEE defaults in any payment due hereunder and such default continues unremedied for a period of thirty (30) calendar days following written notice from LICENSOR; or
  - b) LICENSEE merges with a third party that is a competitor of LICENSOR or if LICENSEE sells all or substantially all of its assets; or
  - c) LICENSEE petitions for reorganization, readjustment or rearrangement of its business affairs under any laws or governmental regulations relating to bankruptcy or insolvency, or is adjudicated bankrupt or if a receiver is appointed for LICENSEE, or if LICENSEE makes or attempts to make an assignment for the benefit of creditors, or is unable to meet its obligations in the normal course or business as they fall due; or
  - d) LICENSEE breaches any material term or condition or fails to perform or observe any obligations or covenants of this Agreement and such failure and/or breach is not remedied within thirty (30) days of written notice from LICENSOR.
- 6.4 Except for termination resulting from default by LICENSEE in any payment due to LICENSOR hereunder or from material breach by either party, in the event this Agreement expires or is

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terminated in accordance with the provisions hereof, neither LICENSOR nor LICENSEE shall be liable to the other because of such expiration, termination, or failure to renew or extend this Agreement.

- 6.5 Upon expiration or termination of this Agreement:
- a) Any earned, but unpaid, sums are payable in accordance with section 2.3 of the Primary Agreement.
  - b) Within thirty (30) days after termination or expiration of this Agreement, LICENSEE will return to LICENSOR all confidential material including but not limited to all copies, partial copies, and/or modified copies (if any) of Licensed Programs and any equipment owned by LICENSOR in LICENSEE's possession.
- 6.6 Sections 3, 6, 7 and 8 of this Agreement shall survive termination.
- 7.0 **Assignment/Transfer.** This Agreement, the licenses granted hereunder and the Licensed Programs provided to LICENSEE under this Agreement may not be assigned, sub-licensed, or otherwise transferred by LICENSEE to any third party without LICENSOR's prior written consent. Subject to the foregoing, any assignee hereunder shall be subject to all of the terms, conditions and provisions of this Agreement. Any attempt by LICENSEE to assign, sub-license, or transfer the Licensed Programs, or any of the rights or duties contained in this Agreement, without LICENSOR's prior written consent shall be void.
- 8.0 **Severability.** If any term or provision of the Agreement is determined by a court or government agency of competent jurisdiction to be invalid under any applicable statute or rule of law, such provision(s) are, to that extent, deemed omitted, but this Agreement and the remainder of its provision shall otherwise remain in full force and effect.
- 9.0 **Limitation of Actions** No action, regardless of form, arising out of this Agreement may be brought by either party more than three (3) years after the cause of action has arisen.
- 10.0 **Waiver.** Waiver is described in section 4.1.2 of the Primary Agreement.
- 11.0 **Exhibits.** All Exhibits attached to this Agreement are considered part of this Agreement and are incorporated by reference.
- 12.0 **Export Regulations.** Licensee agrees to comply with all export and re-export restrictions and regulations imposed by the U.S. Government.
- 13.0 **U.S. Government.** If Licensee is the U.S. Government, use, duplication or disclosure of the Third Party Software Products and documentation by such Licensee shall be subject to the terms and conditions consistent with any applicable FAR provisions, for example, FAR 52.227.19.
- 14.0 **Internet Users.** Internet users under a CPU License model are prohibited from using the Third Party Software Products to develop or modify applications or perform other programming tasks.

Exhibit 2

LICENSOR: HARRIS CORPORATION

LICENSEE: DIVISION OF STATE IT

RF COMMUNICATIONS DIVISION

By: 

By: 

Name: Cristal Huyghe

Name: Jimmy Eskey

Title: Contracts Manager

Title: Division Director

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EXHIBIT A

1.0 Listing of Licensed Programs:

Item	Device	Software Description
1.	Mobile Radio	Trunking Protocol mobile device software for OpenSky, P25 and EDACSIP applications
2.	Mobile Radio	Conventional FM mobile device software for OpenSky, P25 and EDACSIP applications
3.	Portable Radio	Trunking Protocol portable device software for OpenSky, P25 and EDACSIP applications
4.	Portable Radio	Conventional FM portable device software for OpenSky, P25 and EDACSIP applications
5.	OpenSky Base Station	OpenSky Trunking Protocol base station
6.	OpenSky Base Station	OpenSky Conventional FM base station software
7.	P25 Base Station	DSP and SitePro application software for P25 trunked and conventional base station applications
8.	Dispatch Console	MaestroIP and VIP application software for OpenSky, P25 and EDACSIP applications.
9.	Telephone Interconnect	Telephone Interconnect software for OpenSky, P25 and EDACSIP applications.
10.	Interoperability Gateway	VIDA Conventional and NetworkFirst application software for OpenSky, P25 and EDACSIP applications.
11.	Key Management	Network Key Management, Key Loader, and Key Administration application software for P25 applications
12.	Data Gateway	PMIPS Data Gateway application software for P25 and EDACSIP applications.
13.	Site Management	Network Sentry application software (including SMI, SMAC, and OS) and SiteLink application software for P25 and EDACSIP applications.
14.	Network Switching Center	VNIC, HA, MDIS, RNM/CNM, UAS, and RSM software for OpenSky, P25 and EDACSIP applications.

EXHIBIT B



**PRODUCT SPECIFIC LICENSE TERMS**  
**Adaptive Server® Enterprise 12.5.2 (Small Business Edition, all platforms)**  
**("Program")**

IN ADDITION TO THE LICENSE TERMS SET OUT IN THE SOFTWARE LICENSE AGREEMENT, THE FOLLOWING ADDITIONAL OR DIFFERENT RIGHTS AND ACCOMPANYING OBLIGATIONS AND RESTRICTIONS SHALL APPLY TO THE PROGRAM FOR WHICH LICENSEE HAS PURCHASED A LICENSE.

The Program contains or is provided with component software products from both Sybase and third parties. Except as otherwise specifically authorized below, or by third parties as identified below, use of all components is limited to use in the same manner and capacity for which the Program as a whole is licensed. Additional licenses may be available from Sybase for a fee.

**I. Terms Applicable to the Small Business Editions of the Program.** This Program is limited to use on a single Machine with a maximum capacity (as specified by the manufacturer) of four (4) CPU's or less.

**II. Developer Components.** The Program contains or is provided with the Developer Components identified below. The Developer Components are licensed without further charge for Use by one Standalone Seat for the sole purpose of testing and developing applications in a non-production environment. No production or commercial use is permitted. Use and distribution of the Distributable Components (as specified in and subject to the limitations in the Documentation) of the Developer Components is permitted without charge. Partner may Use and modify the source code version of those portions of the Developer Components that are provided as sample code (if any) for its internal use only.

Developer Components
Software Developers Kit
InfoMaker® (not included on Mac OS X)
Physical Architect™ (not on Mac OS X)

**III. Restricted Use Components.** The Program may contain or be provided with the Restricted Use Components identified below (depending on the platform licensed). If included, Partner is licensed without further charge to Use only one (1) copy of each Restricted Use Component on one (1) Machine. Partner may Use the Restricted Use Components solely in conjunction with its use of the Program, and subject to any Additional Restrictions set forth below.

Restricted Use Components	Additional Restrictions
SQL Remote™	

**IV. Free Download Components.** The Program includes certain third party open source and other free download components ("Free Download Components"). Partner may have additional rights in the Free Download Components that are provided by the third party licensors of those components. The Free Download Components, and any such third party licenses and other third party-required notices, are identified in the Getting Started materials that accompany the Program, and are also available at [www.sybase.com/thirdpartylegal](http://www.sybase.com/thirdpartylegal) (third party

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**EXHIBIT B**  
(continued)



**PRODUCT SPECIFIC LICENSE TERMS**  
**Adaptive Server® Enterprise v15.x (all editions, all platforms)**  
**("Program")**

IN ADDITION TO THE LICENSE TERMS SET OUT IN THE SOFTWARE LICENSE AGREEMENT ACCOMPANYING THIS PROGRAM, THE FOLLOWING ADDITIONAL OR DIFFERENT RIGHTS AND ACCOMPANYING OBLIGATIONS AND RESTRICTIONS SHALL APPLY TO THE PROGRAM FOR WHICH LICENSEE HAS PURCHASED A LICENSE.

The Program may contain or be provided with component software products from both Sybase and third parties. Except as set forth below, use of all components is limited to use in the same manner and capacity for which the Program as a whole is licensed. Additional licenses for Sybase components may be available from Sybase for a fee.

**I. Limitations on Use of the Developer's Edition and Small Business Edition of Program.**

**A. Developer's Edition.** The Developer's Edition of the Program is licensed for internal development and testing purposes only. Deployment licenses for any purpose (including, without limitation, usage in a general production environment or on a web server) must be purchased from Sybase before deployment of any production components contained in the Program.

**B. Small Business Edition.** The Small Business edition of the Program is limited to use on a single Machine with a maximum capacity (as specified by the manufacturer) of four (4) CPUs or fewer.

**II. Sybase Developer Components/Distributable Components/Sample Code.** The Program contains or is provided with the Developer Components identified below. The Developer Components are licensed without further charge for Use by one Standalone Seat for development purposes only. Use and distribution of the Developer Components and/or the Distributable Components of the Program (as specified in and subject to the limitations in the Documentation) is permitted without charge. Licensee may use and modify the source code version of those portions of the Program and/or the Developer Components that are provided as sample code (if any) for its internal use only.

<b>Developer Components</b>
Software Developers Kit
InfoMaker®
Physical Architect™

**III. Free Download Components.** The Program, including any Developer Components and Restricted Use Components provided with it, may include certain third party open source and other free download components ("Free Download Components"). Licensee may have additional rights in the Free Download Components that are provided by the third party licensors of those components. The Free Download Components and any such third party licenses and third party-required notices for the Program are identified at <http://www.sybase.com/thirdpartylegal> (third party licenses and notices for Free Download Components included as part of the Developer Components and Restricted Use Components are identified under the names of those

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products). Any obligations undertaken by Sybase in the Agreement relating to the Free Download Components as part of the Program are provided by Sybase alone, and not by the third party licensors of the Free Download Components.

- A. **FURTHER DISCLAIMER OF WARRANTIES AND LIABILITIES.** THE FREE DOWNLOAD COMPONENTS ARE PROVIDED "AS IS" BY THE THIRD PARTY LICENSORS, WHO DISCLAIM ALL LIABILITIES, DAMAGES (EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WARRANTIES, INDEMNITIES AND OTHER OBLIGATIONS OF ANY KIND, EXPRESS OR IMPLIED, WITH REGARD TO THE FREE DOWNLOAD COMPONENTS. NOTHING IN THE FOREGOING AFFECTS ANY PERFORMANCE WARRANTY PROVIDED BY SYBASE WITH REGARD TO THE PROGRAM AS A WHOLE.