



SERVICES AGREEMENT

Attn: National Service Support/4th fl
 1301 East Algonquin Road
 (800) 247-2346

Contract Number: S00001023877
 Contract Modifier: RN05-JUL-15 05:03:15

Date: 08/17/2015

Company Name:	Key Largo Volunteer Fire Dept
Attn:	
Billing Address:	1 East Dr
City, State, Zip:	Key Largo, FL, 33037
Customer Contact:	Chief Donald Bock
Phone:	(305)451-2700

Required P.O.: No
 Customer #: 1036404052
 Bill to Tag #: 0001
 Contract Start Date: 10/01/2015
 Contract End Date: 09/30/2016
 Anniversary Day: Sep 30th
 Payment Cycle: ANNUAL
 PO #:

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		Total Services	\$454.05	\$5,448.60
SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS		Subtotal - Recurring Services		
		Subtotal - One-Time Event Services		
		Total	\$454.05	\$5,448.60
SERVICE AGREEMENT FOR LOCAL RADIO SUPPORT AND DEPOT REPAIR FOR RADIOS NOTED ON ATTACHED EQUIPMENT LIST.		Taxes	-	-
		Grand Total	\$454.05	\$5,448.60
		THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA.		
		Subcontractor(s)	City	State
		MOTOROLA RADIO SUPPORT CENTER	ELGIN	IL
		SUN COMMUNICATIONS	KEY WEST	FL

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

 AUTHORIZED CUSTOMER SIGNATURE TITLE DATE

 CUSTOMER (PRINT NAME)

 MOTOROLA REPRESENTATIVE(SIGNATURE) TITLE DATE

Cindee Markes 954-723-4718
 MOTOROLA REPRESENTATIVE(PRINT NAME) PHONE

Company Name: Key Largo Volunteer Fire Dept
 Contract Number: S00001023877
 Contract Modifier: RN05-JUL-15 05:03:15
 Contract Start Date: 10/01/2015

Customer: Key Largo Volunteer Fire & Rescue

Contract: S00001023877

Start Date: 10/1/2015

QTY	Serial Number	Model Type	Model Number	Agency
1	775CJF1382	XTL1500	M28URS9PW1AN	KL EMS
2	775CJF1383	XTL1500	M28URS9PW1AN	KL EMS
3	775CJF1384	XTL1500	M28URS9PW1AN	KL EMS
4	775CJF1385	XTL1500	M28URS9PW1AN	KL EMS
5	205CHX1193	XTS 2500 II	H46UCF9PW6BN	KL EMS
6	205CHX1199	XTS 2500 II	H46UCF9PW6BN	KL EMS
7	205CHX1200	XTS 2500 II	H46UCF9PW6BN	KL EMS
8	205CHX1201	XTS 2500 II	H46UCF9PW6BN	KL EMS
9	205CHX1203	XTS 2500 II	H46UCF9PW6BN	KL EMS
10	205CHX1204	XTS 2500 II	H46UCF9PW6BN	KL EMS
11	205CHX1205	XTS 2500 II	H46UCF9PW6BN	KL EMS
12	205CHX1206	XTS 2500 II	H46UCF9PW6BN	KL EMS
13	205CHX1208	XTS 2500 II	H46UCF9PW6BN	KL EMS
14	514CKD0309	XTS 1500	H66UCD9PW5BN	KLFR
15	514CKD0310	XTS 1500	H66UCD9PW5BN	KLFR
16	514CKD0311	XTS 1500	H66UCD9PW5BN	KLFR
17	514CKD0312	XTS 1500	H66UCD9PW5BN	KLFR
18	514CKD0313	XTS 1500	H66UCD9PW5BN	KLFR
19	514CKD0314	XTL 2500	M21URM9PW1AN	KLFR
20	514CKD0315	XTL 2500	M21URM9PW1AN	KLFR
21	514CKD0316	XTL 2500	M21URM9PW1AN	KLFR
22	514CKD0317	XTL 2500	M21URM9PW1AN	KLFR
23	514CKD0318	XTL 2500	M21URM9PW1AN	KLFR
24	514CKD0319	XTL 2500	M21URM9PW1AN	KLFR
25	514CKD0320	XTL 2500	M21URM9PW1AN	KLFR
26	687CKR2611	XTL 2500	M21URM9PW1AN	KLFR
27	687CKR2612	XTL 2500	M21URM9PW1AN	KLFR
28	687CKR2613	XTL 2500	M21URM9PW1AN	KLFR
29	687CKR2614	XTL 2500	M21URM9PW1AN	KLFR
30	687CKR2615	XTL 2500	M21URM9PW1AN	KLFR
31	205CHX1213	XTS 2500 II	H46UCF9PW6BN	KLFR
32	205CHX1214	XTS 2500 II	H46UCF9PW6BN	KLFR
33	205CHX1215	XTS 2500 II	H46UCF9PW6BN	KLFR
34	205CHX1217	XTS 2500 II	H46UCF9PW6BN	KLFR
35	205CHX1218	XTS 2500 II	H46UCF9PW6BN	KLFR
36	205CHX1220	XTS 2500 II	H46UCF9PW6BN	KLFR
37	205CHX1229	XTS 2500 II	H46UCF9PW6BN	KLFR
38	205CHX1230	XTS 2500 II	H46UCF9PW6BN	KLFR
39	205CHX1231	XTS 2500 II	H46UCF9PW6BN	KLFR
40	205CHX1232	XTS 2500 II	H46UCF9PW6BN	KLFR
41	205CHX1237	XTS 2500 II	H46UCF9PW6BN	KLFR

Customer: Key Largo Volunteer Fire & Rescue

Contract: S00001023877

Start Date: 10/1/2015

QTY	Serial Number	Model Type	Model Number	Agency
42	205CHX1241	XTS 2500 II	H46UCF9PW6BN	KLFR
43	205CHX1243	XTS 2500 II	H46UCF9PW6BN	KLFR
44	205CHX1244	XTS 2500 II	H46UCF9PW6BN	KLFR
45	205CHX1245	XTS 2500 II	H46UCF9PW6BN	KLFR
46	205CHX1246	XTS 2500 II	H46UCF9PW6BN	KLFR
47	205CHX1249	XTS 2500 II	H46UCF9PW6BN	KLFR
48	205CHX1250	XTS 2500 II	H46UCF9PW6BN	KLFR
49	205CHX1251	XTS 2500 II	H46UCF9PW6BN	KLFR
50	205CHX1252	XTS 2500 II	H46UCF9PW6BN	KLFR
51	205CHX1334	XTS 2500 II	H46UCF9PW6BN	KLFR
52	205CHX1335	XTS 2500 II	H46UCF9PW6BN	KLFR
53	205CHX1336	XTS 2500 II	H46UCF9PW6BN	KLFR
54	205CHX1337	XTS 2500 II	H46UCF9PW6BN	KLFR
55	205CHX1339	XTS 2500 II	H46UCF9PW6BN	KLFR
56	205CHX1340	XTS 2500 II	H46UCF9PW6BN	KLFR
57	205CHX1341	XTS 2500 II	H46UCF9PW6BN	KLFR
58	205CHX1343	XTS 2500 II	H46UCF9PW6BN	KLFR
59	205CHX1346	XTS 2500 II	H46UCF9PW6BN	KLFR

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5. EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no

obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. PAYMENT

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

Revised Jan 1, 2010



Statement of Work

Service From the Start - LITE End Users

1.0 Description

Service From the Start-LITE provides board level service for the Equipment that is specifically named in the applicable agreement to which this Statement of Work (SOW) is attached or any of the agreement's subsequent revisions. Services are performed at the Radio Support Center (RSC), or Federal Technical Support Center.

In addition to Equipment specifically named in the applicable agreement to which this Statement of Work is attached, Service From the Start LITE includes service on single mobile control heads provided that they are required for normal operation of the Equipment and are included at the point of manufacture.

Service From the Start LITE excludes repairs to: optional accessories; standard mobile palm microphones; nonstandard mobile microphones; iDEN accessories; iDEN mobile microphones; portable remote speaker microphones; optional or additional control heads; mobile external speakers; single and multiple unit portable chargers; batteries; mobile power and antenna cables; mobile antennas; portable antennas, and power supplies. Engraving service is not covered under standard Service From the Start LITE. This service does not cover defects, malfunctions, performance failures or damage to the unit resulting from physical, liquid, or chemical damage. An estimate for non-covered repairs will be provided for units displaying extensive damage.

Service From the Start LITE is non-cancelable and non-refundable. If Equipment is added to the agreement subsequent to the Start Date, these units are also non-cancelable and non-refundable for the agreement duration. All Equipment must be in good working order on the Start Date or when additional Equipment is added to the agreement. Equipment may only be added to the agreement, via a customer signed or emailed Motorola Inventory Adjustment Form (IAF). Complete and accurate serial numbers and model descriptions must be supplied.

All inventory adjustment requests for add-on subscriber units received prior to the 15th of the month will be effective the 1st of the following month. Equipment add-on requests received after the 15th of the month will be effective the 1st of the next succeeding month.

Equipment deletions from the agreement may only be deleted under the following limited conditions:

- a) Equipment was stolen and proof of theft is provided to Motorola; or
- b) Motorola determines Equipment is damaged beyond repair; or
- c) Motorola determines Equipment is no longer supportable or is obsolete; or
- d) Equipment had already been under a previous contract for at least the twelve month requirement.

Equipment deletions, where applicable, will be effective at the end of the month in which the request was received.

The terms and conditions of this Statement of Work are an integral part of the Motorola service agreement or other applicable agreement to which it is attached and made a part thereof by this reference. If there are any inconsistencies between the provisions of the Motorola service agreement or other applicable agreement and this Statement of Work, the provisions of this Statement of Work shall prevail.

2.0 Motorola has the following responsibilities:

- 2.1. Test and Restore the Equipment to Motorola factory specifications, including Factory Mutual (FM), and Mine Hazard Safety Association (MHSA).
- 2.2. Reprogram Equipment to original operating parameters based on the Customer template, if retrievable, or from a Customer supplied backup diskette. If the Customer template or code plug is not usable, a generic template or code plug utilizing the latest Radio Service Software (RSS) or Customer Programming Software (CPS) version for that Equipment will be used. The Equipment will require additional programming by the Customer to Restore the original template. All Firmware is upgraded to the latest release for each individual product line.
- 2.3. Clean external housing of the Equipment. External components of unit will only be replaced when functionality has been diminished.
- 2.4. Pay the outbound freight charges. Motorola will pay the inbound freight charges if the Customer uses the Motorola designated delivery service.

- 2.5. Provide the Motorola repair request and Inventory Adjustment Form (IAF) via Motorola On Line (MOL).
- 2.6. Process inventory adjustment requests received by email or fax from Customer. If the request is received by email, Motorola will email an acknowledgement to the sender.
- 2.7. Perform covered services as requested by Customer on the Motorola repair request form.
- 2.8. If applicable, notify Customer of changes in Motorola designated inventory adjustment email address or fax number.

3.0 Customer has the following Responsibilities:

- 3.1 Supply Motorola complete and accurate serial numbers and model description.
- 3.2 Utilize the Motorola designated delivery service program to obtain Motorola payment for inbound shipping
- 3.3 Access the Motorola repair request form and Inventory Adjustment Form (IAF) through Motorola On Line (MOL).
- 3.4 Initiate service request via Motorola On Line (MOL) or complete a Motorola repair request form with contract number referenced, and submit with each unit of Equipment sent in for service. Mobile control heads or accessory items sent in must reference the serial number of the main unit.
- 3.5 If desired, supply Motorola with a Software template or programming in order to assist in returning the Equipment to original operating parameters. This step must be completed for Equipment that will not power up. If applicable, record the current flashcode for each radio.
- 3.6 If Motorola must utilize a generic template or code plug to Restore Equipment to operating condition, Customer is responsible for any programming required to Restore Equipment to desired parameters.
- 3.7 Provide a signed or emailed Motorola Inventory Adjustment Form (IAF) for all Equipment additions.
- 3.8 Local services or annual maintenance required for maintaining normal operation of the equipment, unless specified on the service agreement.

Service From the Start-LITE Updated on 04/15/13

Reviewed April 2013

Statement of Work

Local Radio Support

1.0 Description of Service

Local Radio Support provides an operational check of Equipment that is specifically named in the applicable Agreement to which this Statement of Work is attached. An operational check is an analysis of the Equipment to identify external or internal defects.

If the Equipment has an external defect, or can be Restored without opening the radio case, the Equipment will be Restored and returned to Customer. If the Equipment has an internal defect, or is not serviceable without opening the radio case, then the Equipment will require additional service provided by the Servicer and not described in this Statement of Work.

Local Radio Support includes service on standard palm microphones and single mobile control heads, provided that they are required for normal operation of the two-way mobile and are included at the point of manufacture. Local Radio Support excludes repairs to: optional accessories; iDEN accessories; iDEN mobile microphones; non-standard mobile microphones, mobile external speakers; optional or additional control heads, single and multiple unit portable chargers; batteries, mobile antennas; mobile power & antenna cables and power supplies.

The following are excluded from Local Radio Support service unless they are purchased as an option for an additional fee: Portable Remote Speaker Microphones, Portable Antenna Replacements Mobile Remote Control Heads.

The terms and conditions of this SOW are an integral part of Motorola's Service Terms and Conditions or other applicable agreement to which it is attached and made a part thereof by this reference.

2.0 Motorola has the following responsibilities:

- 2.1 Service to be performed at the Servicer facility during Standard Business Days.
- 2.2 Perform an operational check on Equipment to determine the nature of the problem.
- 2.3 Remove/reinstall mobile or data Equipment from/to vehicle as needed for servicing.

3.0 Customer has the following responsibilities:

- 3.1 Deliver and pick up Equipment to/from the Servicer facility.
- 3.2 Inform Servicer of description of problem for Equipment brought in for service.
- 3.3 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Local Radio Support service to Customer.

Statement of Work

Local Radio Support On Site - Pick & Delivery

1.0 Description of Service

For the OnSite, equipment will be picked up from and delivered to the Customer's location, within a designated radius of the Servicer facility. Schedule pickups will be mutually agreed upon and outlined in the Customer Support Plan.

The OnSite Option of Local Radio Support SOW covers Equipment that is specifically named in the applicable Agreement to which this Statement of Work is attached.

2.0 Motorola has the following responsibilities:

- 2.1. Use reasonable efforts to pickup and deliver Equipment per the mutually agreed upon Customer location, days of week, and preferred time. If a pick up/delivery cannot occur according to the preferred schedule, Customer will be contacted prior to the scheduled pick up/delivery, to arrange a mutually agreeable alternative date and/or time for pick up/delivery.
- 2.2. Generate service receipt and leave with Customer.

3.0 Customer has the following responsibilities:

- 3.1. Designate mutually agreeable location for service pickup and delivery, days of week, and preferred time.
- 3.2. Provide problem description along with Equipment.