

**Agreement for Radio Repair  
Agreement #626-S1411**

Motorola Solutions, Inc. (Motorola Solutions, Inc.) agrees to provide the County of El Dorado (County) with radio repair services under Exhibit "A", marked "Statement of Work, Flat Rate Radio Repair" and Exhibit "B", marked "Service Terms and Conditions," both of which are attached hereto and made by reference a part thereof. Equipment for Flat Rate Repair under this agreement shall include: EX600, CDM1550, 1550 LS, 1550 LS Plus, APX 6500, XTS 1500, XTS 2500, EX600, HT750, PR860, PM400, and any related parts.

This agreement shall become effective upon final execution by both parties hereto and shall cover the term from May 17, 2014 to May 16, 2017. The total cost of this Agreement for the three (3) year period shall be no more than \$99,000.

The County employee with responsibility for administering this Agreement is Frank Yost, Communications Manager, or successor, located at 300 Fair Lane, Placerville, CA 95667. All invoices shall reference #626-S1411 and be mailed attention: Accounting Department, 300 Fair Lane, Placerville, CA 95667.

The parties hereto have executed this Agreement the day and year first below written.

-- COUNTY OF EL DORADO --

Dated: \_\_\_\_\_

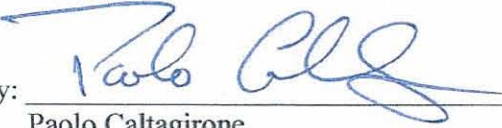
By: \_\_\_\_\_  
Chair  
Board of Supervisors  
"County"

ATTEST:  
James S. Mitrison, Clerk  
of the Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk

Date: \_\_\_\_\_

**Motorola Solutions, Inc.**

By:   
Paolo Caltagirone  
Customer Support Manager  
"Motorola Solutions, Inc."

Dated: 8-14-14



## Statement of Work Flat Rate Radio Repair

**1.0 Flat Rate Radio Repair Description.** Flat Rate Radio Repair provides component-level service for the Motorola Solutions, Inc. ("Motorola") radio 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 Motorola Radio Support Center (RSC).

In addition to radio equipment specifically named in the applicable agreement to which this SOW is attached, Flat Rate Radio Repair includes service on standard mobile palm microphones and single mobile control heads, provided that they are required for normal operation of the radio equipment and are included at the point of manufacture. Additional mobile control heads are covered only with purchase of the applicable service option. Service will be provided with new, remanufactured or used parts. The radio equipment will be serviced at the level set forth in Motorola's product manuals.

Flat Rate Radio Repair excludes repairs to: optional accessories; non-standard 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. Custom or special products, modified units, and fascinator equipped products are also excluded. Optional accessories are serviced individually and are not part of Flat Rate Radio Repair. Engraving service is not covered under standard Flat Rate Radio Repair. New radio equipment purchases will only be added upon customer request. This service does not cover defects, malfunctions, performance failures or damage to the radio equipment resulting from operator error, unauthorized alterations or attempted repair, direct lightning damage, or other natural or manmade disasters, physical, liquid, or chemical damage including but not limited to:

- Disassembled radio equipment and/or missing parts
- Defacement of manufacturing labels
- Scratched, contaminated and/or damaged optical components
- Broken, cracked, disfigured or scratched displays or housings
- Broken or cracked plastic parts (internal or external)
- Torn gaskets, seals, o-rings or other flexible parts
- Damaged external cables
- Torn keypads
- Damaged touch screen displays due to use of unauthorized styluses (pens)
- Breakage or damage to antennas unless caused directly by defects in material workmanship
- Use of parts or accessories not compatible with radio equipment design
- Batteries with insufficient capacity affecting performance
- Defects or damage resulting from use of the radio equipment in other than its normal and customary manner
- Defects or damage from improper testing, operation, maintenance, installation, alteration, modification or adjustment
- Unapproved modification of radio equipment
- Excessive dirt or contamination affecting performance
- Spillage of liquids and other foreign substances on radio equipment
- Radio equipment exposed to environments beyond specification
- Connection of radio equipment to an unapproved power source or host device
- Radio equipment that has been opened by unauthorized personnel
- Radio equipment that has been serviced by unauthorized personnel
- Charred or melted radio equipment and/or parts
- Use of abrasive cleaners or other unapproved cleaning materials

An estimate for non-covered repairs will be provided for units displaying extensive damage. An estimate fee will be charged if the estimate is rejected. The terms and conditions of this SOW 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 SOW, the provisions of this SOW shall prevail.

By sending radio equipment to the RSC, customer authorizes the RSC to bill the customer at the RSC's prevailing rates for service (or, if applicable, the estimate fee provided to the customer) provided on the radio equipment. The terms and conditions for such service shall be the service standard terms and conditions (or, if applicable, the provision of such other formal contract) instead of the terms and conditions on the purchase order. In no event shall terms and conditions on a customer purchase order apply. By permitting this radio equipment to be sent to the RSC for service, the customer affirms that the sender is authorized to do so in accordance herewith. Customer understands that, should radio equipment be returned unrepaired, the sender will be charged an estimate or handling fee.

MOTOROLA, MOTO, MOTOROLA SOLUTIONS and the Stylized M Logo are trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license. All other trademarks are the property of their respective owners. © 2012 Motorola Solutions, Inc. All rights reserved. Approved by Legal on 2 April 2012.



## **Flat Rate Radio Repair Motorola Responsibilities**

**2.0 Motorola Responsibilities.** Motorola has the following responsibilities under Flat Rate Radio Repair:

- 2.1 Motorola will test and restore the radio equipment to Motorola factory specifications, including Factory Mutual (FM) and Mine Hazard Safety Association (MHSA).
- 2.2 Motorola will reprogram radio equipment to original operating parameters based on the customer template, if retrievable, or from a customer-supplied backup. If the customer template is not usable, a generic template or code plug utilizing the latest Radio Service Software (RSS) or Customer Programming Software (CPS) version for that radio equipment will be used. The radio equipment will require additional programming by the customer to restore the original template. All firmware is updated to the latest release for each individual product line.
- 2.3 Motorola will clean the radio equipment's external housing.
- 2.4 Motorola will pay the outbound freight charges to ship the repaired radio equipment back to the customer.
- 2.5 Motorola will provide the customer with the Motorola repair request form or Motorola Online Initiate Service Request process.

## **Flat Rate Radio Repair Customer Responsibilities**

**3.0 Customer Responsibilities.** Customer has the following responsibilities under Flat Rate Radio Repair:

- 3.1 Customer must supply the RSC with complete and accurate serial numbers and model description.
- 3.2 Customer must access the Motorola repair request form through Motorola Online.
- 3.3 Customer must initiate a service request via Motorola Online or complete a Motorola repair request form with contract number referenced, and submit it with each unit of radio equipment sent in for service. Mobile control heads or accessory items sent in must reference the serial number of the main unit.
- 3.4 If desired, customer must supply Motorola with a backup software template or programming to assist in returning the radio equipment to original operating parameters. This step must be completed for radio equipment that will not power up. If applicable, record the current flashcode for each radio.
- 3.5 If Motorola must utilize a generic template or code plug to restore radio equipment to operating condition, customer is responsible for any programming required to restore radio equipment to desired parameters.
- 3.6 Customer must pay the inbound freight.



## **Flat Rate Radio Repair Control Head Option for Mobiles**

- 1.0 Description of Service.** The Control Head Option for Mobiles ("Option") provides for the restoration of additional mobile control heads, extended control heads and Direct Entry Keypad (DEK) Plus. This Option covers radio equipment that is specifically named in the applicable agreement to which this SOW is attached.
- 2.0 Motorola Responsibilities.** Motorola has the following responsibilities under the Flat Rate Radio Repair Option:
- 2.1 Motorola will restore additional mobile control heads, extended control heads, and DEK Plus to Motorola factory specifications.
- 3.0 Customer Responsibilities.** Customer has the following responsibilities under the Flat Rate Radio Repair Option:
- 3.1 Customer does not have responsibilities above what is listed in the Flat Rate Radio Repair SOW.

## **Flat Rate Radio Repair**

### **Time and Material Service**

**1.0 Description of Service.** Radio Support Center Time and Material service will only be charged for those radio models not covered by the Flat Rate Radio Repair service, except where models are not supported or where the service is excluded from normal coverage under the Flat Rate Radio Repair service.

Any defects, malfunctions, performance failures or damage to the unit resulting from physical, liquid or chemical damage will be provided an estimate. An estimate fee will be charged if the estimate is rejected. Estimate fees will be waived if approval to repair is received. Time and Material service will be performed at the current hourly service rate plus parts or an established rate of service.

**2.0 Motorola Responsibilities.** Motorola has the following responsibilities under Time and Material service:

2.1 Motorola does not have responsibilities above what is listed in the Flat Rate Repair SOW.

**3.0 Customer Responsibilities.** Motorola has the following responsibilities under Time and Material service:

3.1 Customer does not have responsibilities above what is listed in the Flat Rate Repair Statement of Work.



## Flat Rate Pricing — Data Subscriber Equipment Radio Support Center (Domestic U.S. Only)

DATA PORTABLE AND MOBILE PRODUCTS	RETAIL PRICE <sup>1</sup>
HC700 (WITHOUT ABUSE)	\$375
HC700 (WITH ABUSE)	\$475
HDT600	\$474
HPD1000	\$896
ML850 LAPTOP	\$377 – YR 4 \$438 – YR 5
ML900 LAPTOP	\$377 – YR 4 \$438 – YR 5
ML910 LAPTOP	\$395
MW810 CPU WITH OR WITHOUT RADIO	\$540
MW810 DISPLAY	\$479
MW810 KEYBOARD	\$96
MW810 (INCL. CPU, DISPLAY, AND KEYBOARD)	\$1,114
MW800 CPU (WITH OR WITHOUT RADIO)	\$540
MW800 DISPLAY	\$479
MW800 KEYBOARD	\$96
MW800 (INCL. CPU, DISPLAY, AND KEYBOARD)	\$1,114
PT800 TABLET (L3289,L3290,L3291,L3292)	\$377 – YR 4 \$438 – YR 5
VRM850	\$438

**FOR A COMPLETE LISTING OF CANCELLED PRODUCTS, VISIT MOTOROLA ONLINE AT [WWW.MOTOROLA.COM/BUSINESSONLINE](http://WWW.MOTOROLA.COM/BUSINESSONLINE) IN THE RESOURCE CENTER**

Updated on 5-31-2013

<sup>1</sup> \$40 fee applies for estimates and non-repairable equipment.

- Terms and conditions apply.
- Pricing subject to change without notice.
- For questions, call 1-800-227-6772.
- Abuse coverage only available on HC700.
- Motorola U.S. Federal Government customers should contact the Motorola Federal Technical Center for service at 1-800-969-6680.

MOTOROLA, MOTO, MOTOROLA SOLUTIONS and the Stylized M Logo are trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license. All other trademarks are the property of their respective owners. © 2012 Motorola Solutions, Inc. All rights reserved.

Motorola Solutions, Inc. | 1303 E. Algonquin Road | Schaumburg, IL 60196 | Tel: 1.847.576.5000 | [www.motorolasolutions.com](http://www.motorolasolutions.com)



### Flat Rate Pricing — Two Way Subscriber Equipment Radio Support Center (Domestic U.S. Only)

TIER	TWO WAY PORTABLE AND MOBILE <sup>2</sup> PRODUCTS	RETAIL PRICE <sup>1</sup>
1	AXU4100, AXV5100, BC130, BPR40, CLP1010, CLP1040, CLP1060, CLS1110, CLS1410, CP100, CP110, DTR410, DTR550, DTR610, DTR650, PRO, PRO+, RDM2020, RDM2080, RDU2020, RDV2020, RDU2080d, RDV2080d, RDU4100, RDV5100, RDU4160d, RMU2040, RMU2080, RMU2080d, RMM2050, RMV2080, RPU2160, RW10, VL130, VL50, XTN SERIES (XU1100, XU2100, XU2600, XV1100, XV2100, XV2600)	\$116
2	BC120, CM200, CM300, CP125, CP150, CP185, CP200, EM200, EP400, EP450, <b>PM400</b> , PR400, PRO2150, SPIRIT HP	<b>\$193</b>
3	CDM750, CDM1250, CDM1250 LS+, <b>CDM1550</b> , CDM1550 LS, CDM1550 LS+, CONTROL HEADS <sup>3</sup> , EX500, EX560, <b>EX600 XLS</b> , <b>HT750</b> , HT1250, HT1250 LS, HT1250 LS+, HT1550, HT1550 XLS, MTX8250, MTX850, MTX850 LS, MTX950, MTX9250, MULTI-UNIT CHARGERS (CURRENTLY SUPPORTED FLAT RATE MODELS), <b>PR860</b> , SL7550, XPR3300, XPR3500, XPR4300, XPR4350, XPR4380, XPR4500, XPR4550, XPR4580, XPR5350, XPR5550, XPR6100, XPR6300, XPR6350, XPR6380, XPR6500, XPR6550, XPR6580, XPR7350, XPR7550	<b>\$284</b>
4	MCS2000 900 MHZ, MT1500, MTS2000 900 MHZ, PR1500, XTS1500, XTS2500, XTS4000, XTS5000, APX3000, APX4000, APX6000	\$393
5	APX7000, APX7000XE	\$452
6	ASTRO SPECTRA MOTORCYCLE, CDR500, CDR700, GR1225, GR500, PM1200, PM1500, R1225, VRS750, XPR8300, XPR8380, XPR8400, XTL1500, XTL2500, XTL5000, XTL5000 CONSOLETTTE, APX4500, APX6500	\$465
7	APX7500, APX7500 CONSOLETTTE	\$535
8	XTL2500 WITH DUAL CONTROL HEAD, XTL5000 WITH DUAL CONTROL HEAD	\$615
25	ENGRAVING <sup>4</sup>	1-5 UNITS \$43 6-25 UNITS \$36 26-100 UNITS \$29 101+ UNITS \$22
40	PREVENTATIVE MAINTENANCE, NON-RUGGEDIZED/NON-INTRINSICALLY SAFE (FM) (Portable Radios Only)	\$64
40a	PREVENTATIVE MAINTENANCE, RUGGEDIZED/INTRINSICALLY SAFE (FM) (Portable Radios Only)	\$109

FOR A COMPLETE LISTING OF CANCELLED PRODUCTS, VISIT MOTOROLA ONLINE AT [WWW.MOTOROLA.COM/BUSINESSONLINE](http://WWW.MOTOROLA.COM/BUSINESSONLINE) IN THE RESOURCE CENTER

Updated on 5-31-2013

1 40 fee applies for estimates and non-repairable equipment.

2 Mobile unit pricing includes standard control head.

3 Applies to control heads sent in separately from the mobile unit.

4 Engraving terms and conditions apply. Flat rate pricing is applicable to alphanumeric characters only. Custom logos or imprints will require a special quote.

- Service for mobiles converted to control station operation does not include accessory and ancillary items.
- Terms and conditions apply.
- Pricing subject to change without notice.
- For questions, call 1-800-227-6772.
- Motorola U.S. Federal Government customers should contact the Motorola Federal Technical Center for service at 1-800-969-6680.

MOTOROLA, MOTO, MOTOROLA SOLUTIONS and the Stylized M Logo are trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license. All other trademarks are the property of their respective owners. © 2012 Motorola Solutions, Inc. All rights reserved.

# EXHIBIT "B"

## 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