

Services-Only Terms and Conditions Applicable to Orders from US Federal Government

The following terms shall apply to the service effort under this order:

I) FAR 52.212-4, Contract Terms and Conditions – Commercial Items shall apply subject to the following clarifications:

(a) Inspection and Acceptance - Services: Government acceptance of the services shall be deemed to have occurred upon their completion. The Government will have the right to conduct its own inspection of the performed services for up to seven (7) days from the date of completion, to determine if the performed services conformed to the contract requirements. Upon notification by the Government, and verification by Motorola, that the service(s) did not conform to the contract, the remedies provided under the Warranty in section (o) below apply. Maintenance coverage is billed monthly in arrears. Other work will be invoiced upon completion unless specified otherwise in Motorola's quote or proposal.

(o) Warranty: In lieu of the warranties specified in FAR 52.212-4 paragraph (0), the following commercial warranties apply in accordance with the guidance provided in FAR 12.404 for the Government to use standard commercial warranties offered to the general public in customary commercial practice:

Maintenance and Repair: Motorola warrants that its services will be free of defects in materials and workmanship for a period of ninety (90) days following completion of the services. Your sole remedy in the event of a breach of this warranty is to require Motorola to re-perform the non-conforming service or, at Motorola's option to refund on a pro-rata basis the price paid for the non-conforming service.

Other Services: Motorola warrants that the Services will be performed in a professional and workmanlike manner and will conform in all material respects to the SOW or, to Motorola's standard practice if there is no SOW. This warranty will be for a period of ninety (90) days following completion of the Services. If Motorola breaches this warranty, Customer's sole and exclusive remedy is to require Motorola to re-perform the non-conforming Services or, at Motorola's option to refund on a pro-rata basis the fees paid for the non-conforming Services. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola to Customer (collectively, "recommendations"). Motorola makes no warranties concerning the recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the recommendations and the results to be realized from implementing them.

Disclaimer: MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

II) In addition, the following FAR clauses specified in FAR 52.212-5 shall apply:

Paragraph (a) (1), 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements

Paragraph (a) (2), [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities

Paragraph (a) (3), [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

Paragraph (a) (4), 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations

Paragraph (a) (5) , 52.233-3, Protest after Award,

Paragraph (a) (6) 52.233-4, Applicable Law for Breach of Contract Claim

Paragraph (b) (1), 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402)

Paragraph (b) (16), 52.219-8, Utilization of Small Business Concerns

Paragraph (b) (27), 52.222-3, Convict Labor (E.O. 11755)

Paragraph (b) (28), 52.222-19, Child Labor – Cooperation with Authorities and Remedies

Paragraph (b) (29), 52.222-21, Prohibition of Segregated Facilities

Paragraph (b) (30), 52.222-26, Equal Opportunity (E.O. 11246)

Paragraph (b) (31), 52.222-35, Equal Opportunity for Veterans,

Paragraph (b) (32), 52.222-36, Equal Opportunity for Workers with Disabilities (29 U.S.C. 793)

Paragraph (b) (33), 52.222-37, Employment Reports on Veterans,

Paragraph (b) (34), 52.222-40, Notification of Employee Rights Under the National Labor Relations Act)

Paragraph (b) (35), 52.222-50, Combating Trafficking in Persons

Paragraph (b) (36), 52.222-54, Employment Eligibility Verification

Paragraph (b) (47), 52.224-3, Privacy Training

No other FAR or FAR Supplement provisions apply under these terms, unless specifically otherwise accepted.

Customer represents that there is no requirement for cost or pricing data or price support information from Motorola.

III) The following additional terms apply:

1.0 SCOPE OF SERVICES

1.1. Motorola will provide the Services described in this Agreement or in a more detailed Statement of Work or other attachment.

1.2. 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.

1.3. 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 by mutually agreeable modification.

1.4. 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 such Equipment will terminate at the end of the month in which Motorola receives such written notice.

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

1.6. If Equipment cannot, in Motorola's opinion, be properly or economically serviced for any reason including excessive wear, unavailability of parts, the state of technology, or practical infeasibility, the parties may modify the scope of Services related to such Equipment; remove such Equipment from the Agreement; or increase the price to Service such Equipment by modification to the contract.

1.7. Customer must promptly notify Motorola directly 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.

2.0 EXCLUDED SERVICES

2.1 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; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

2.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries, magnetic tapes, etc.; upgrading or reprogramming Equipment; accessories, belt clips, UPSs, generators, 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 such transmission medium.

3.0 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 excludes any charges or expenses associated with helicopter, boat or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services. Motorola will submit a proposal that requests payment for such charges and expenses.

4.0 CUSTOMER CONTACT

Unless other contact procedure is mutually agreed to, 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.

5.0 DOCUMENTATION AND INFORMATION

Unless otherwise agreed, all documentation and information provided by Motorola will be considered Motorola Proprietary Information and shall not be disclosed by Customer to any other party.

6.0 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 such agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

7.0 MATERIALS, TOOLS AND EQUIPMENT

In performing repairs and maintenance, Motorola may utilize some materials and provide repair parts and replacement items which are used and/or reconditioned. All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola will be and remain the sole property of Motorola. You agree to safeguard all such property while it is in your custody or control, to be liable for any loss or damage to such property, and to return it to Motorola upon request. You agree to hold such property for Motorola's use without charge and that we may remove it from your premises at any time without restriction.

8.0 ANNOUNCEMENTS/PUBLICITY

Both parties agree there may be opportunities to promote the relationship contemplated under this Agreement in a way that is beneficial to both organizations. Neither party shall issue any public announcement in connection with this Agreement without the express written consent of the other party, consent which shall not be unreasonably withheld. Public announcements may include, but shall not be limited to, reference of the relationship on each other's websites, issuance of a joint press release, media pitching to targeted press, social media posts and joint case studies upon project completion.