

MOTOROLA SUPPLEMENTAL TERMS FOR SERVICES APPLICABLE TO ORDERS FROM US FEDERAL GOVERNMENT, PRIME CONTRACTORS, AND RESELLERS

(Applicable to Maintenance, Integration, Training, and other Services)

Section 1. Description of Services

1.1 Motorola will provide services in accordance with the written Statement of Work or service description that is accepted as part of your order or was included in Motorola's quote or proposal ("SOW"), or, if none, in accordance with Motorola's standard practice.

1.2 If you, as Motorola's customer ("Customer"), are ordering the services to benefit a customer of yours, then you are responsible for assuring that your customer complies with all requirements specified in Motorola's quote or proposal and in the SOW. You are responsible for payment to Motorola, and Motorola has no liability or obligation to your customer.

1.3 If equipment is to be serviced, the following applies. The equipment must be in good working order when service on the equipment is initiated. Upon reasonable request, you agree to provide Motorola a list of model and serial numbers of the equipment to be serviced, to identify any equipment that is labeled intrinsically safe for use in hazardous environments, and to notify us promptly if any equipment is lost, damaged or taken out of service. You agree to provide information pertaining to the hardware and software elements of any system with which the equipment will be interfacing so that Motorola can perform its services. If any item of equipment cannot, in Motorola's opinion, be properly or economically serviced for any reason including excessive wear and tear, unavailability of parts, the state of technology or practical infeasibility, Motorola may discontinue service on such equipment and reduce the price of service accordingly. Alternatively, Motorola may agree to continue service at an increased price. Unless otherwise specified, service does not include replacement or repair of accessories, items that are consumed in normal operation of the equipment, or upgrading or reprogramming of equipment. 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.

1.4 Unless expressly stated otherwise, Motorola has no obligation or responsibility for any transmission medium, such as telephone lines, computer networks, or the worldwide web, or for Equipment not provided by Motorola.

Section 2. Payments and Charges

2.1 For other than U.S. Government customers, unless otherwise agreed, the following applies: payment terms will consist of an amount due at time of contract signing as specified by Motorola in its quotation or proposal, with Net 20 days for the balance, without condition or setoff. In the event any payment is late for any reason whatsoever, interest charges will be payable at the lesser of a) 1.5% per month or b) the maximum amount allowable under law.

2.2 Maintenance coverage is billed monthly in arrears. Other work will be invoiced upon completion unless specified otherwise in Motorola's quote or proposal.

2.3 In addition to the charges specified in Motorola's quote or proposal or in the order accepted by Motorola, you will pay all applicable sales, use and excise taxes on the services furnished under or resulting from this order (except those based on our net income) unless you furnish us with verification that you are exempt from such taxes.

Section 3. 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.

Section 4. Warranty

4.1 **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.

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4.2 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.

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

Section 5. Licenses and Other Authorizations

Unless otherwise provided in the SOW, you are 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.

Section 6. Materials, Tools and Test 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.

Section 7. Federal Acquisition Regulation (FAR) Clauses

The FAR clauses set forth in the other Motorola applicable terms shall apply to your order to the extent specified. No other FAR or FAR Supplement provisions are accepted.

The following applies to FAR 52.212-4 (a) for services under orders from the Federal Government:

(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 Motorola warranty shall apply.

(o) Warranty: In lieu of the warranties specified in FAR 52.212-4 paragraph (0), the commercial warranties provided in section 4.1 and 4.2 herein 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