

Statement of Work

Repair Service Advantage (Service Agreement)

RSA Comprehensive

1.0 Description

Repair Service Advantage (RSA) Comprehensive provides all-component 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.

RSA Comprehensive is only applicable on MOTOTRBO™, XTS®, XTL™ and APX™ model radios. A radio model may be added to an RSA Comprehensive service agreement while it is currently being manufactured by Motorola, or for up to one (1) year after manufacturer cancellation date of said model. RSA Comprehensive includes:

- Repair and or replacement of cracked housings, frames, covers, crushed components, shields, missing components, circuit boards, warped circuit boards
- Damage to LCD screens (cracks to screen, or any damage that does not pass Motorola test parameters)
- Damaged foils/traces/lands
- Electrical damage
- Water/chemical corrosion
- Contaminants visible which cannot be cleaned up reliably

The customer will incur additional charges at the prevailing rates for any of the following activities, which are NOT covered under RSA Comprehensive:

- Replacement of consumable parts or accessories, as defined by product, such as batteries, antennas, and other similar items
- Damages from natural or man-made disasters where normal use of the product was not a factor, such as but not limited to fire, theft, and floods that would cause internal and external component damage or destruction.
- Non-remedial work, such as but not limited to firmware or protocol upgrades, reprogramming, and product configuration
- Repair of non-covered products
- Damages caused by using the device outside of the product's operational and environmental specifications
- Damages caused as a result of the device being modified or repaired by a third party

Motorola reserves the right to monitor the customer's repair history under this RSA Comprehensive service agreement. Motorola may take appropriate action if the customer's repair history under this RSA Comprehensive service appears to be in violation of this Statement of Work.

MOTOTRBO, XTS, XTL and APX model radios that are presently on a standard RSA service agreement may be transferred to an RSA Comprehensive service agreement. These transferred units must either be models that are currently being manufactured by Motorola or models where manufacturing by Motorola was canceled within the prior 364 days.

Customers who wish to add MOTOTRBO, XTS, XTL and APX model radios that are currently being manufactured by Motorola that are not presently on a standard RSA service agreement must sign the attached certification stating that all radios being added to the RSA service agreement are operating in accordance with Motorola specifications, and are not damaged. If Customer attempts to add radios to the RSA service agreement but are not operating in accordance with Motorola specifications or are damaged, Motorola may terminate the

Service Agreement, as provided in Section 10.1 of the service Terms and Conditions, or in its sole discretion, Motorola may terminate those services covered by this RSA Comprehensive Statement of Work.

Motorola recommends a Preventative Maintenance check be completed on radios that are not currently under an RSA service agreement so the customer can confirm radios are operational and aligned with Motorola specifications, and are not damaged.

A list of radio models currently being manufactured by Motorola that can be added to an RSA Comprehensive service agreement can be found in the Attachment.

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

RSA Comprehensive excludes repairs to: optional accessories; standard mobile palm microphones; non-standard mobile microphones; iDEN mobile microphones; portable remote speaker microphones; optional or additional control heads; mobile external speakers; mobile power and antenna cables; and power supplies. Engraving service is not covered under RSA Comprehensive.

RSA Comprehensive 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. 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 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 Replace currently manufactured Equipment if it is determined that the Equipment is unrepairable. Motorola will contact the customer to inform them if Equipment needs to be replaced and that the cycle time may be increased because of the replacement. If unrepairable Equipment is no longer manufactured, the customer will have the option of having the radio returned unrepairs to them.

- 2.5 Pay the outbound freight charges. Motorola will pay the inbound freight charges if the Customer uses the Motorola designated delivery service.
 - 2.6 Provide Customer with the Motorola repair request form and Inventory Adjustment Form (IAF).
 - 2.7 Perform covered services as requested by Customer on the Motorola repair request form.
 - 2.8 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.
 - 2.9 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.
 - 3.4 Initiate service request via Motorola On Line or complete a Motorola repair request form with contract number referenced, and submit it with each unit of Equipment sent in for service. Mobile control heads or palm microphones sent in must reference the serial number of the main unit.
 - 3.5 If desired, supply Motorola with a backup CD with the 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.