



RAY GEIGER, Sheriff

NASSAU COUNTY
50 BOBBY MOORE CIRCLE
YULEE, FLORIDA 32097

OFFICE	904-225-0331 or 225-0332
CALLAHAN	879-1563 or 879-2009
JAIL	225-9185
COMMUNICATIONS	225-5174
CALLAHAN	879-3853
BRYCEVILLE / JAX	353-7072
FAX	225-9189

Memorandum

To: Vicki Samus - Chairperson
Nassau County Board of County Commissioners
From: *JG* Linda G. Ottinger, Director of Communications
Re: Motorola Maintenance
Date: April 29, 2003

Attached you will find the fax I received from Motorola regarding the annual Maintenance Agreement for our Fire/Rescue radio system infrastructure. The Fire/Rescue equipment covered by this agreement is only the equipment that is an integral part of my communications equipment for paging, repeaters, voting comparators, receivers, etc. It does not include any other Fire/Rescue radio equipment such as portables or mobiles.

I will call Joyce to set up an appointment for me to meet with the Management Committee to discuss this further.

Thanks!

cc: Sheriff Ray Geiger

03 APR 30 AM 6:21

COMMUNICATIONS
OFFICE

APPROVED

DATE 5-14-03 *JGB*

**MOTOROLA**

**Customer Support Management
1307 E. Algonquin Road
Schaumburg, IL 60196**

Date : April 24, 2003

**To: Vickie Samus
Company: Nassau County - Department of Emergency Services
Phone: 904-321-5782
Fax: 904-225-5737**

**From: Carol Ginger
Phone: 847-538-2443
Fax: 847-576-8311
Pager: 888-369-9701
Re: Motorola maintenance agreement
Total pages (including this FAX cover sheet): 11
Vickie,**

Per my conversation with Linda Ottinger @ the Sheriff's Office, I have attached your proposed Motorola maintenance agreement.

Please review the information for accuracy and let me know if you have questions!

If this document meets with your approval, please sign and fax the agreement to my attention at 847-576-8311.

Best regards,

Carol Ginger
Carol Ginger

Customer Support Manager

Attn: National Service Support
 1307 East Algonquin Road
 Schaumburg, IL 60196
 (800) 247-2346

Date: 4/24/2003

Agreement Order #: 0:4071480505

Supersedes Agreement #(s): 3:4002136

SERVICE AGREEMENT



Ver. 4.8

Company Name: Nassau County
 Attn: Department of Emergency Services
 Billing Address: 11 N. 14th Street - Box 12
 City, State, Zip: Fernandina Beach, FL 32034
 Customer Contact: Vickie Samus
 Phone: 904-321-5782
 Fax: 904-225-5737

Required P.O.: No
 Customer #: 111845015
 Bill to Tag #: 0:001
 Contract Start Date: 08/01/2003
 Contract End Date: 07/31/2004
 Anniversary Date:
 Payment Cycle: Monthly
 Tax Exempt: No
 PO #:

Qty	Model/Option	Description	Monthly Ext	Extended
1	SVC02SVC030	SP - Local Repair with On-site Response	63.35	760.20
1		MSPR2000 100w Fire 1 repeater (Callahan Tower Site) - *	63.35	760.20
1		Micor 75w Med 3 repeater (Callahan Tower Site) - *	63.35	760.20
1		MSP5000 100 w Fire 1 repeater (Old Jail Tower Site) - *	63.35	760.20
1		Micor 75w Med 2 repeater (Old Jail Tower Site) - *	63.35	760.20
1		Micor 100w Fire Backup base (NSO Yulee Site) - *	63.35	760.20
1		SpectraTAC voting compaiator (NSO Yulee Site)	63.35	760.20
1		MTR2000 receiver (NSO Yulee Site)	63.35	760.20
1		MTR2000 receiver (River Road VFD)	63.35	760.20
1		MTR2000 receiver (Hilliard FD)	63.35	760.20
1		MTR2000 receiver (Stair or 2 Amelia Island)	63.35	760.20
SUBTOTAL - RECURRING SERVICES			633.50	7,602.00
SUBTOTAL - ONE-TIME EVENT SERVICES			\$	-
TOTAL			633.50	7,602.00
TAXES			\$	-
GRAND TOTAL			633.50	7,602.00

SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS
 Items denoted with an asterisk (*) may no longer be repairable due to parts availability. If irreparable, they will be taken off the contract effective the 1st of the month following the attempted repair.

THIS SERVICE AMOUNT IS SUBJECT TO STATE & LOCAL TAXING JURISDICTIONS. THIS SERVICE AMOUNT IS SUBJECT TO STATE & LOCAL TAXING JURISDICTIONS. THIS SERVICE AMOUNT IS SUBJECT TO STATE & LOCAL TAXING JURISDICTIONS.

SUBCONTRACTOR(S) CITY STATE
 Heary's Comm of Florida Inc. Jacksonville FL

Received Statements of Work that describe the services provided on this Agreement. Motorola Service Terms & Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE
 Vickie Samus
 CUSTOMER (PRINT NAME)
 Customer Support Manager
 MOTOROLA REPRESENTATIVE (SIGNATURE)
 T L E
 Carol Ginger
 MOTOROLA REPRESENTATIVE (PRINT NAME)
 817-538-2443
 PHONE
 817-576-8311
 FAX



Statement of Work

Definitions

There may be additional terms defined in this list that do not apply to the SOWs attached. Terms in this list that are not specifically used in the attached SOWs should be disregarded.

1.0 Definitions

Capitalized terms used in this Statement of Work and not otherwise defined within the Statement of Work, Communications System Agreement or other applicable Agreement have the following meanings:

- 1.1 **Box Unit Test:** Unit is tested in a fixture that simulates the functions for which it was designed, engineered, or manufactured to insure that it meets manufacturer specifications.
- 1.2 **Case:** Electronic tracking document for requests for service through the System Support Center.
- 1.3 **Components:** Motorola new or refurbished parts of equal quality.
- 1.4 **Configuration Change Support:** A change in a user-defined parameter, which may include, but is not limited to, a change in the placement of a dispatch console talkgroup window. Fleetmapping is not considered included in Configuration Change Support.
- 1.5 **Continuously:** Seven (7) days per week, twenty four (24) hours a day, three hundred sixty five (365) days a year including holidays.
- 1.6 **Core Release:** A new version of Software that adds Standard Features and major enhancements. These new versions are signified by changes to the first digit of the version identifier number (e.g. SmartZone 2.0.3 to SmartZone 3.0).
- 1.7 **Customer:** The end-user Customer as identified in the Communications System Agreement, Service Agreement or other applicable Agreement.
- 1.8 **Customer Support Plan:** A document mutually developed by Motorola and the Customer that provides information about the Customer and the System and describes the specific processes by which Motorola will deliver and the Customer will receive the services provided under this Statement of Work.
- 1.9 **Enhancement Release:** A superseding issue of Software, which adds to, improves, or enhances the performance of Standard Features contained in the then currently shipping Software version. These releases are signified by changes to the second digit of the version identifier number (e.g. SmartZone 3.1 to SmartZone 3.2).
- 1.10 **Equipment:** The equipment specified in the Equipment List as set forth in the Communications System Agreement, Service Agreement or other applicable Agreement, including any additions to the Equipment List during the Warranty Period.
- 1.11 **Enhanced System Support (ESS) Period:** The 12 month period commencing at the start of the Warranty Period for Equipment and Software as defined by the Communications System Agreement.
- 1.12 **Event:** An alarm or informational notification received by Motorola through the Network Management tools.
- 1.13 **Federal Technical Center:** A Motorola facility located in Lanham, Maryland, the purpose of which is to serve as Motorola's centralized location for radio repair for Federal Customers.
- 1.14 **Firmware:** Software in object code form that is implanted or embedded in hardware.
- 1.15 **Infrastructure:** The fixed Equipment excluding mobiles, portables, and accessories.
- 1.16 **Maintenance:** The process for determining the cause of Equipment failure, removing, repairing, or replacing parts or elements necessary in order to conform the Equipment with the manufacturer's specifications along with system specific specifications, delivering and re-installing the parts, and placing the Equipment back into operation.
- 1.17 **Motorola Software:** Software whose copyright is owned by Motorola.
- 1.18 **Radio Support Center:** A Motorola facility located in Rockford, Illinois, the purpose of which is to serve as Motorola's centralized location for radio repair.



- 1.19 **Response:** Response times are defined as when a technician, a remote system technologist or a remote network specialist is actively working the technical issue, remotely or on-site, as determined by Motorola.
- 1.20 **Restore/Restoration:** The effort required to bring Equipment to the level for which it was designed, engineered and adjusted for performance in accordance with the manufacturer's published specifications, although such Equipment may not necessarily be malfunctioning.
- 1.21 **Service:** a Motorola Authorized Service Station or Motorola Field Service personnel.
- 1.22 **Software:** Includes Motorola and any non-Motorola Software that may be furnished with the Communications System.
- 1.23 **Standard Business Day:** Monday through Friday, 8:30 a.m. to 4:30 p.m., local time, excluding Motorola holidays.
- 1.24 **Standard Feature:** A software functionality for components of Customer's System that is available to Customer in the standard software release.
- 1.25 **Start Date:** Effective start date as listed on the Service Agreement or other applicable Agreement.
- 1.26 **System:** System is the communications system as defined in the Communications System Agreement or other applicable Agreement.
- 1.27 **System Acceptance:** Unless otherwise defined in the Communications System Agreement, the date upon which Motorola has successfully completed all of the System tests as described in the acceptance test plan.
- 1.28 **System Support Center:** a Motorola facility located in Schaumburg, Illinois, the purpose of which is to serve as Motorola's centralized system support facility to compliment the field support resources. The System Support Center is hereinafter referred to as the "SSC."
- 1.29 **System Test:** Unit is tested in a Motorola manufactured system of similar type from which the unit was designed to test all functionality of the unit to insure that it meets manufacturer specifications.
- 1.30 **Systemic:** A software/hardware product defect related to or affecting the designed system operation.
- 1.31 **Technical Support Operations:** A centralized telephone support help desk that provides technical support for Motorola customers' who have purchased Commercial Government and Industrial Solutions Sector (CGISS) products or have a contract for technical support.
- 1.32 **Work Flow:** A step-by-step process including instruction or direction for routing, handling, and processing information at a given agency.

Special Statement of Work

Local Infrastructure Repair-Designated Equipment

1.0 Description of Services

Local Infrastructure Repair provides repair service of Equipment named on the Customer Equipment List by the Servicer. At the Servicer's discretion and responsibility, Equipment may be sent to Motorola, original equipment manufacturer, or other facility for repair.

The terms and conditions of this Statement of Work (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 this SOW and the provisions of the Service or other applicable Agreement, the provisions of the Agreement shall prevail.

2.0 Motorola has the following responsibilities:

- 2.1. Repair Equipment at the Servicer facility or Customer location to be determined by Motorola. Servicer is responsible for travel costs to a Customer location to repair Equipment.
- 2.2. Perform the following on Motorola Equipment:
 - 2.2.1. Perform an operational check on the Equipment to determine the nature of the problem.
 - 2.2.2. Replace malfunctioning Components with new or reconditioned assemblies.
 - 2.2.3. Verify that Motorola Equipment is returned to Motorola manufactured specifications.
- 2.3. Provide the following service on third party Infrastructure
 - 2.3.1. Perform diagnostic on select third party Infrastructure to determine whether there is an Equipment malfunction. If no malfunction is found, Equipment with no trouble found (N.F.) will not be sent to third party vendor for repair.
 - 2.3.2. If a malfunction is found, ship select third party Infrastructure to the original equipment manufacturer or third party vendor for repair service.
 - 2.3.3. Coordinate and track third-party Infrastructure Equipment sent to the original equipment manufacturer or third party vendor for service.
- 2.4. Reprogram Equipment to return Equipment to original operating parameters based on templates provided by Customer. If the Customer template is not provided or is not reasonably usable, a generic template will be used which will be provided by Servicer.
- 2.5. Notify the Customer upon completion of repair.
- 2.6. Properly package, return ship or hand deliver Equipment to the Customer specified address. Servicer will pay return shipping charges, if being sent via overnight carrier.

3.0 Customer has the following responsibilities:

- 3.1. Contact Servicer and provide the following information:
 - 3.1.1. Provide customer name, address of site location, and symptom of problem
 - 3.1.2. Provide model description, model number, serial number, and type of System and Firmware version, if known.
- 3.2. Maintain and/or store backups of all applicable Software applications and Firmware or reloading, if necessary by Servicer, after repair service is completed.
- 3.3. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide Local Infrastructure Repair services to Customer.



Special Statement of Work

OnSite Infrastructure Response With Local Dispatch – Designated Equipment

1.0 Description of Service

OnSite Infrastructure Response provides for on-site technician Response as determined by pre-defined severity levels set forth in Table C and Response times set forth in Table A in order to Restore designated equipment.

The terms and conditions of this Statement of Work (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 this SOW and the provisions of the Service or other applicable Agreement, the provisions of the Agreement shall prevail.

2.0 Motorola has the following responsibilities:

- 2.1 Provide Customer access to a single phone number to request service Continuously via one of the following communication methods: (telephone, answering service, pager, cellular phone).
- 2.2 Assign technical resources and provide estimated time of arrival (ETA) to Customer.
- 2.3 Respond to the Customer site per the Table A below.
- 2.4 Perform diagnostics on the Component/Field Replaceable Unit (FRU) /assembly
- 2.5 Restore the equipment by replacing defective Component/FRU/assembly:
 - 2.5.1 FRU and assembly will be provided by Customer.
- 2.6 Call Customer upon restoration and request verification. If Customer cannot be contacted within twenty (20) minutes, the Servicer will be released from Customer site.
- 2.7 Provide the service ticket document to Customer when requested. Service ticket document should include the following:
 - 2.7.1 Resolution action.
 - 2.7.2 Provide defective FRU or part number (model #) used.

3.0 Customer has the following responsibilities:

- 3.1 Contact the Servicer when service is needed.
- 3.2 Contact the Servicer upon expiration of Response time goal.
- 3.3 Supply FRU or assembly as needed in order for Motorola to Restore the equipment as set forth in paragraph 2.5.1
- 3.4 Maintain and store any and all Software needed to Restore the System.
- 3.5 Upon being contacted by the Servicer requesting verification of a Restoration as described above in Section 2.6, respond to that request within twenty (20) minutes.
- 3.6 Establish and maintain a suitable environment (heat, light, and power) for the Equipment location and provide the Servicer full, free, and safe access to the Equipment so that the Servicer may provide services. All sites shall be accessible by standard service vehicles.
- 3.7 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide OnSite Infrastructure Response with Local Dispatch services to Customer.

**Table A - OnSite Response Times**

Severity Level	Response Time
Severity 1	Within 4 hours from receipt of notification
Severity 2*	Within 4 hours from receipt of notification*
Severity 3*	Within 24 hours from receipt of notification*

* Denotes that these response times are applicable only during Standard Business Days. Severity 1 Response Times are applicable Continuously.

Table C - Severity Definitions

Severity Level	Problem Types
Severity 1	Major equipment failure 33% of equipment down 33% of Site channels down Response is provided Continuously
Severity 2	Significant Equipment Impairment Response is provided Standard Business Day
Severity 3	Parts Questions Intermittent Problems Equipment problems being monitored Operational and informational questions Response is provided Standard Business Day

Service Terms and Conditions

Motorola, Inc., through its Commercial, Government, and Industrial Solutions Sector ("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 agrees to provide to Customer either (1) maintenance, support and/or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2 DEFINITIONS AND INTERPRETATION

"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 will take precedence over any cover page, and the cover page will take precedence over any attachments, unless the cover page or attachment specifically states otherwise. "Equipment" means the communication equipment that is specified in the attachments or is subsequently added to this Agreement. "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 will become binding only when accepted in writing by Motorola. The term of this Agreement will begin 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 attachment. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for such 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 such 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 such Equipment will terminate at the end of the month in which Motorola receives such 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 opinion, be properly or economically serviced for any reason including excessive wear, unavailability of parts, the state of technology, or practical infeasibility, Motorola may modify the scope of Services related to such Equipment; remove such Equipment from the Agreement; or increase the price to Service such Equipment.

4.7. 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.

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; 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, magnetic tapes, etc.; 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 such 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 such 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 specifically 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 agrees to reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments 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 material; and workmanship for a period of ninety (90) days following completion of those Services. 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

This limitation of liability provision shall apply notwithstanding any contrary provision in this Agreement. 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 the previous twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT TO THE FULL EXTENT SUCH DAMAGES MAY BE DISCLAIMED BY LAW, 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. Except for money due upon an open account, no action may be brought for a breach of this Agreement more than one (1) year after the accrual of such cause of action. This limitation of liability will survive the expiration or termination of this Agreement.

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 inadvertent omission of the reference to this Agreement shall not affect its applicability. In no event shall either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: (i) such purchase order, acknowledgement, or other writings specifically refer to this Agreement; (ii) clearly indicate the intention of both parties to override and modify this Agreement; and (iii) such purchase order, acknowledgement, or other writings are 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 such information or data to any person, or use such information or data itself for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section will survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial, financial 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 such 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 shall be modified as necessary to conform to such 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 such property, and return it to Motorola upon request. Such 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 governed and 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 such as strikes, material shortages, or acts of God that are beyond that party's reasonable control.

17.5. Motorola may assign its rights and obligations, and may subcontract any portion of its performance, under this Agreement.

17.6. 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.

17.7. 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 such services on a time and materials basis at Motorola's then effective hourly rates.