MOTOROLA

Statement of Work

Infrastructure Repair with Advanced Replacement

1.0 Description of Services

Infrastructure Repair with Advanced Replacement is a repair service for Motorola and select third party Infrastructure as set forth in the applicable attached Exhibit(s), all of which are hereby incorporated into this Statement of Work (SOW) by this reference. Infrastructure may be repaired down to the Component level, as applicable, at the Motorola Infrastructure Depot Operations (IDO). At Motorola's discretion, select third party Infrastructure may be sent to the original equipment manufacturer or third party vendor for repair. If Infrastructure is no longer supported by the original equipment manufacturer or third party vendor, Motorola may replace Infrastructure with similar Infrastructure, when possible.

When available, Motorola will provide Customer with an Advanced Replacement unit(s) or FRU(s) in exchange for Customer's malfunctioning FRU(s). Non-standard configurations, Customer-modified Infrastructure and certain third party Infrastructure are excluded from Advanced Replacement service. Malfunctioning FRU (s) will be evaluated and repaired by IDO and returned to IDO FRU inventory upon completion of repair.

The terms and conditions of this SOW are an integral part of Motorola's Service Terms and Conditions or other applicable agreement to which it is attached and made a part thereof by this reference.

2.0 Motorola has the following responsibilities:

2.1. Use commercially reasonable efforts to maintain an inventory of FRU.

2.2. Provide new or reconditioned units as FRU to Customer or Servicer, upon request and subject to availability. The FRU will be of similar kit and version, and will contain like boards and chips, as the Customer's malfunctioning Infrastructure.

2.3. Program FRU to original operating parameters based on templates provided by Customer as required in Section 3.5. If Customer template is not provided or is not reasonably usable, a standard default template will be used.

2.4. Properly package and ship Advanced Replacement FRU from IDO or select third party FRU inventory to Customer specified address.

2.4.1. During normal operating hours of Monday through Friday 7:00am to 7:00pm CST, excluding holidays, FRU will be sent next day air via Federal Express Priority Overnight or UPS Red, unless otherwise requested. Select third party FRU may ship second day air via Federal Express Priority Overnight or UPS red as noted in the attached exhibit(s). Motorola will pay for such shipping, unless Customer requests shipments outside of the above mentioned standard business hours and/or carrier programs, such as NFO (next flight out). In such cases, Customer will be subject to shipping and handling charges.

2.4.2. When sending the Advanced Replacement FRU to Customer, provide a return air bill in order for Customer to return the Customer's malfunctioning FRU. The Customer's malfunctioning FRU will become property of IDO or select third party and the Customer will own the Advanced Replacement FRU.

2.4.3. When sending a Loaner FRU to Customer, IDO will not provide a return air bill for the malfunctioning Infrastructure. The Customer is responsible to arrange and pay for shipping the malfunctioning Infrastructure to IDO. IDO will repair and return the Customer's Infrastructure and will provide a return air bill for the customer to return IDO's Loaner FRU.

2.5. Provide repair return authorization number upon Customer request for Infrastructure that is not classified as an Advanced Replacement or Loaner FRU.

2.6. Receive malfunctioning Infrastructure from Customer and document its arrival, repair and return.

2.7. Perform the following service on Motorola Infrastructure:

2.7.1. Perform an operational check on the Infrastructure to determine the nature of the problem.

2.7.2. Replace malfunctioning FRU or Components.
2.7.3. Verify that Motorola Infrastructure is returned to Motorola manufactured specifications, as applicable
2.7.4. Perform a Box Unit Test on all serviced Infrastructure.
2.7.5. Perform a System Test on select Infrastructure.

2.8. Provide the following service on select third party Infrastructure:
2.8.1. Perform pre-diagnostic and repair services to confirm Infrastructure malfunction and eliminate sending Infrastructure with no trouble found (NTF) to third party vendor for repair, when applicable.
2.8.2. Ship malfunctioning Infrastructure to the original equipment manufacturer or third party vendor for repair service, when applicable.
2.8.3. Track Infrastructure sent to the original equipment manufacturer or third party vendor for service.
2.8.4. Perform a post-test after repair by Motorola, original equipment manufacturer, or third party vendor to confirm malfunctioning Infrastructure has been repaired and functions properly in a Motorola System configuration, when applicable.

2.9. Re-program repaired Infrastructure to original operating parameters based on templates provided by Customer as required by Section 3.5. If Customer template is not provided or is not reasonably usable, a standard default template will be used. If IDO determines that the malfunctioning Infrastructure is due to a Software defect, IDO reserves the right to reload Infrastructure with a similar Software version. Enhancement Release(s), if needed, are subject to additional charges to be paid by Customer unless the Customer has a Motorola Software Subscription agreement.

2.10. Properly package repaired Infrastructure unless Customer's malfunctioning FRU was exchanged with an IDO FRU. Motorola will return Customer's FRU(s) to IDO's FRU inventory, upon completion of repair.

2.11. Ship repaired Infrastructure to the Customer specified address during normal operating hours set forth in 2.4.1. FRU will be sent two-day air unless otherwise requested. Motorola will pay for such shipping, unless Customer requests shipments outside of the above mentioned standard business hours and/or carrier programs, such as NFO (next flight out). In such cases, Customer will be subject to shipping and handling charges.

3.0 Customer has the following responsibilities:

3.1. Contact or instruct Servicer to contact the Motorola System Support Center (SSC) and request an Advanced Replacement, or Loaner FRU and a return authorization number (necessary for all non-Advanced Replacement repairs) prior to shipping malfunctioning Infrastructure or third party Infrastructure named in the applicable attached Exhibit.
3.1.1. Provide model description, model number, serial number, type of System and Firmware version, symptom of problem and address of site location for FRU or Infrastructure.
3.1.2. Indicate if Infrastructure or third party Infrastructure being sent in for service was subjected to physical damage or lightning damage.
3.1.3. Follow Motorola instructions regarding inclusion or removal of Firmware and Software applications from Infrastructure being sent in for service.
3.1.4. Provide Customer purchase order number to secure payment for any costs described herein.

3.2 Pay for shipping of Advanced Replacement or Loaner FRU from IDO if Customer requested shipping outside of standard business hours or carrier programs set forth in section 2.4.1.

3.3 Within five (5) days of receipt of the Advanced Replacement FRU from IDO's FRU inventory, properly package Customer's malfunctioning Infrastructure and ship the malfunctioning Infrastructure to IDO for evaluation and repair as set forth in 2.7. Customer must send the return air bill, referenced in 2.4.2 above back to IDO in order to ensure proper tracking of the returned Infrastructure. Customer will be subject to a replacement fee for malfunctioning Infrastructure not properly returned. For Infrastructure and/or third party Infrastructure repairs that are not exchanged in advance, properly package Infrastructure and ship the malfunctioning FRU, at Customer's expense and risk of loss to Motorola. Customer is responsible for properly packaging the Customer malfunctioning Infrastructure FRU to ensure that the shipped Infrastructure arrives un-damaged and in repairable condition. Clearly print the return authorization number on the outside of the packaging.

3.4 If received, Customer must properly package and ship Loaner FRU back to IDO within five (5) days of receipt of Customer's repaired FRU.
3.5 Maintain templates of Software/applications and Firmware for reloading of Infrastructure as set forth in paragraph 2.3 and 2.9.
3.6 For Digital In-Car Video Infrastructure, remove video from equipment prior to sending Infrastructure in for repair. Video retrieval is a separate service and is not included as part of this SOW. Additional services and fee applies.
3.7 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Infrastructure Repair with Advanced Replacement services to Customer.

4.0 In addition to any exclusions named in Section 5 of the Service Terms and Conditions or in any other underlying Agreement to which this SOW is attached, the following items are excluded from Infrastructure Repair with Advanced Replacement:
1. All Infrastructure over seven (7) years from product cancellation date.
2. All Broadband/WiNS Infrastructure three (3) years from product cancellation date.
3. Physically damaged Infrastructure.
4. Third party Equipment not shipped by Motorola.
5. Consumable items including, but not limited to, batteries, connectors, cables, tone/ink cartridges.
6. Video retrieval from Digital In-Car Video equipment.
7. Test equipment.
8. Racks, furniture and cabinets.
9. Firmware and/or Software upgrades.

ASTRO® 25 Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes
Antenna Systems	Excludes all Equipment such as bi-directional amplifiers, multicouplers, combiners, tower top pre-amplifiers, antennas, cables, towers, tower lighting, and transmission lines
Backhaul	Includes PTP (Point-to-Point Wireless) PTP 49600 and PTP 800 licensed series Excludes all other PTP technologies
Base Station(s) and Repeater(s)	Includes Quantar, MTR3000, STR3000, GTR8000, GTR8000 HPD, IntelliRepeater, Network Management (Please refer to the SOW for details) is not available on all stations. Quantar high power booster power amplifier, power supply and control board Excludes Fan Modules, Dual Circulator Tray, Site RMC Tray
Central Electronics Bank(s)	Includes Logging Recorder Interface and Network Hub Excludes all other technologies see SOW specifically for NICE logging recorders
Channel Bank(s)	Includes Premisys , Telco, IMACS models 600, 800 . Excludes Siemens
Comparator(s)	Includes Spectratac, Digitac, and ASTRO-tac 9600, ASTRO-tac 3000, GMC8000, Comparators.
Computer(s)/Workstations/Modems	Includes computers (Pentium I, II, III, IV) directly interface with or control the communications System, including Systemwatch II, PT800 tablet HP x1100, HPx2100, HP xw4000-4600, HPz400, HP VL600, HP VL800, HPz400, ML850 laptop, MW810, ML900 laptop, ML910 laptop, Compaq XW4000. Includes keyboards, mice, trackballs. Excludes all other laptop and desktop computer technologies and all 286, 386, 486 computers; defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel display image retention,
Console(s)	Includes Centracom Gold Elite, MCC7500, MCC5500, MIP5000, VPM, as part of complete communication System – including headset jacks, dual footswitches, and gooseneck microphones. Excludes cables
Controller - trunking	Includes SmartNet II prime and remote controllers, MTC3600, GCP8000, Site Controller PSC9600, CSC7000, MTC9600, MZC3600, MZC5000 (Includes Netra240 & T5220). Excludes SSMT and SCMS controllers. CD ROM Drive, Fan Tray
Dictaphones and Recording Equipment	Excludes all types and models.
Digital Interface Unit(s)	Included
Digital Signaling Modem(s)	Included upon modem model availability
Digital Voice Modem(s)	Included upon modem model availability
Embassy Switch	Includes AEB, AIMI, ZAMBI, AMB
Firewalls	Includes Nortel Alteon ASF5105, 5106, Juniper SS520, ISSG140, SSG5, ISG1000C, ISG2000
Intrusion Detector	Includes Proventia 201 Linux IDSS, Proventia CX4002C
ISSI Gateway	Includes T5220 Sun server Solaris 10 OS
Links	Includes PTP 49600 and 800 licensed series
Logging Recorder	Excludes all technologies see SOW specifically for NICE logging recorders
Management Terminals	Includes computers (Pentium I, II, III, IV) that directly interface with or control the communications System, including Systemwatch II. Excludes laptop computers and all 286, 386, 486 computers.
MBEX(s) or NOVA Interconnect	Included
Microwave Equipment.	Excluded from service agreement but may be repaired on an above contract, time and material basis. All Equipment must be shipped to IDO. Excludes any on-site services.
Monitor(s)	Includes all Motorola certified monitors connected to computers that directly interface with or control the communications System. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel displays image retention, as well as monitors that were not shipped by Motorola and/or cannot be confirmed by a Motorola factory order number.
Motobridge	Included
Moscad	Includes NFM (Network Fault Management), as part of communication System only, RTU, SDM Site Manager RTU. Standalone MOSCAD and System Control and Data Acquisition (SCADA) must be quoted separately. Includes FSA4000. Excludes all other fire alarming systems.

ASTRO 25 Infrastructure Repair cont.	Inclusions, Exclusions, Exceptions and Notes
Network Fault Management	Includes Full Vision, Unified Event Manager Excludes NMC
Gateway	Includes PDG:CPX8216, IVD & HPD PDG on HP DL360, MOTOBRIDGE
Printer(s)	Includes printers that directly interface with the communications system.
RAS(s)	Excludes RAS 1100, 1101 and 1102
Receiver(s)	Includes Quantar, MTR2000 and ASTRO-TAC, GPW8000, GTR8000, GTR8000 HPD Receivers. Excludes Fan Modules, Dual Circulator Tray, Site RMC Tray
Routers	Includes GGM8000, ST5500, ST5598, S2500-S6000
Servers	Includes Netra 240, Netra T5220, cPCI, HP DL360, HP ML370, HP ML110, HP ML530, HP TC2110, 2120 HP InfoVista Server. IR8000 series, LX4000 series, Intel Server TSRL-T2, TIGPR2U, Proventia 201 Linux IDSS, Proventia GX4002C,Trak9100. Network Management Server includes cPCI Chassis, Power Supply, Fan Tray, Controller Hard Drive, CD ROM Drive, Tape Drive, CPU, Client PC's, Core Security Management Server, Firewall Servers, Intrusion Detection Sensor Server. Excludes Dell Servers, Monitors, Memory Module 0182915Y02, Rear Fan RLN5352, Central Process Card 0182915Y01
Simulcast Distribution Amplifier(s)	Included
Site Frequency Standard(s)	Includes Rubidium, GPS and Netclocks systems sold with the Motorola System.
Secure	Includes KMF crypto card, end to end Cryptor for IVD PDEG Cryptr
SMARTX	Includes VPM
Switch	Includes Nortel Passport PBX,Cisco Catalyst 6509, HP 5308 LAN switch, HP ProCurve Switch 2524, 2650, 2626, HP3500, HP2610, 3Com PS40, SS1100
Telco PBX	Includes Avaya Difinity PBX, S8300, S8500, Intel Server (ACSS), TSRLT2, TIGPR2U
Terminal Servers	Includes IR8000, LX4000S, LX4000T, Paradyne
Universal Simulcast Controller Interface(s)	Included
UPS Systems	Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes batteries and any on-site services.
Workstation	Included

SmartZone System Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes
Antenna Systems	Excludes all Equipment such as bi-directional amplifiers, multicouplers, combiners, tower top pre-amplifiers, antennas, cables, towers, tower lighting, and transmission lines.
Base Station(s) and Repeater(s)	Includes: Quantar, Quantro, Digital, MTR2000 ONLY.
Central Electronics Bank(s)	Includes Logging Recorder, Interface and Network Hub Excludes all other technologies see SOW specifically for NICE logging recorders
Channel Bank(s)	Includes Premisys and Telco Excludes Siemens
Comparator(s)	Includes Spectratac, Digitac, and ASTRO-tac Comparators
Computer(s)	Includes computers (Pentium I, II, III, IV) that directly interface with or control the communications System, including Systemwatch II, keyboards, mice and trackballs. Excludes laptop computers and all 286, 386, 486 computers, defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel display image retention.
Console(s)	Includes Centracom Gold Elite, MCC7500, MCC5500, MIP5000 as part of complete communication System – including headset jacks, dual footswitches, and gooseneck microphones. Excludes cables
Controller(s) -Trunking	Includes SmartNet II prime and remote controllers. Excludes SSMT and SCMS controllers.
Dictaphones, Logging Recorders and Recording Equipment	Excludes all technologies see SOW specifically for NICE logging recorders
Digital Interface Unit(s)	Included
Digital Signaling Modem(s)	Included upon modem model availability
Digital Voice Modem(s)	Included upon modem model availability
Embassy Switch	Includes AEB, AIMI, ZAMBI, AMB
Management Terminals	Includes computers (Pentium I, II, III, IV) that directly interface with or control the communications System, including Systemwatch II. Excludes laptop computers and all 286, 386, 486 computers.
MBEX(s) or NOVA Interconnect	Included
Microwave Equipment.	Excluded from service agreement but may be repaired on an above contract, time and material basis. All Equipment must be shipped to IDO. Excludes any on-site services.
Monitor(s)	Includes all Motorola certified monitors connected to computers that directly interface with or control the communications System. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel displays image retention as well as monitors that were not shipped by Motorola and/or cannot be confirmed by a Motorola factory order number.
Moscad	Includes NFM (Network Fault Management), as part of communication System only. Standalone MOSCAD and System Control and Data Acquisition (SCADA) must be quoted separately. Includes FSA4000. Excludes all other fire alarming systems.
Motobridge	Included
Network Fault Management	Includes Full Vision Excludes NMC
Printer(s)	Includes printers that directly interface with the communications System.
RAS(s)	Excludes RAS 1100, 1101 and 1102
Receiver(s)	Includes Quantar and MTR2000, ASTRO-TAC Receivers
Simulcast Distribution Amplifier(s)	Included
Site Frequency Standard(s)	Includes Rubidium, GPS and Netclocks systems sold with the Motorola System. Excludes MFS -Rubidium Standard Network Time and Frequency devices
Universal Simulcast Controller Interface(s)	Included
UPS Systems.	Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes batteries and any on-site services.

SmartZone System Infrastructure cont.	Inclusions, Exclusions, Exceptions and Notes
Zone Manager	Excludes HP715/33, HP 715/50 servers. Excludes x-terminals NDS14C and NDS17C
Zone Controller(s)	Includes console terminals. Excludes all Sun/IMP hard drives except TLN3495A 0820 1 GB drive as well as the following SUN/IMP CPUSET's: TLN3278B 0406, TLN3343A 0424 and TLN3278A 0181/0389.

SmartNet System Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes
Antenna Systems	Excludes all Equipment such as bi-directional amplifiers, multicouplers, combiners, tower top pre-amplifiers, antennas, cables, towers, tower lighting, and transmission lines
Base Station(s) and Repeater(s)	Includes Quantar, Quantro, Digital MSF5000, MTR2000, and Desktrac L35SUM7000-T Repeaters ONLY. Network Management (please refer to the SOW for details) is not available on all stations.
Central Electronics Bank(s)	Includes Logging Recorder Interface and Network Hub Excludes all other technologies see SOW specifically for NICE logging recorders
Channel Bank(s)	Includes Premisys and Telco. Excludes Siemens
Comparator(s)	Includes Spectratac, Digitac, and ASTRO-tac Comparators.
Computer(s)	Includes computers (Pentium I, II, III, IV) directly interface with or control the communications System, including Systemwatch II, keyboards, mice and trackballs, Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel display image retention.
Console(s)	Includes Centracom Gold Elite, MCC7500, MCC5500, MIP5000 as part of complete communication System – including headset jacks, dual footswitches, and gooseneck microphones. Excludes cables
Controller - trunking	Includes SmartNet II prime and remote controllers. Excludes SSMT and SCMS controllers.
Dictaphones, Logging Recorders and Recording Equipment	Excludes all technologies see SOW specifically for NICE logging recorders
Digital Interface Unit(s)	Included
Digital Signaling Modem(s)	Included upon modem model availability
Digital Voice Modem(s)	Included upon modem model availability
Embassy Switch	Includes AEB, AIMI, ZAMBI, AMB
Management Terminals	Includes computers (Pentium I, II, III, IV) directly interface with or control the communications System, including Systemwatch II. Excludes laptop computers and all 286, 386, 486 computers.
MBEX(s) or NOVA Interconnect	Included
Microwave Equipment.	Excluded from service agreement but may be repaired on an above contract, time and material basis. All Equipment must be shipped to IDO. Excludes any on-site services.
Monitor(s)	Includes all Motorola certified monitors connected to computers that directly interface with or control the communications System. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel displays image retention as well as monitors not shipped by Motorola and/or cannot be confirmed by a Motorola factory order number.
Moscad	INFM (Network Fault Management), as part of communication System only. Standalone MOSCAD and System Control and Data Acquisition (SCADA) must be quoted separately. Includes FSA4000. Excludes all other fire alarming systems.
Motobridge	Included
Network Fault Management	Includes Full Vision. Excludes NMC
Printer(s)	Includes printers that directly interface with the communications System.
RAS(s)	Excludes RAS 1100, 1101 and 1102
Receiver(s)	Includes Quantar, MTR2000 and ASTRO-TAC Receivers.

SmartNet System Infrastructure cont.	Inclusions, Exclusions, Exceptions and Notes
Simulcast Distribution Amplifier(s)	Included
Site Frequency Standard(s)	Includes Rubidium, GPS and Netclocks systems sold with the Motorola System. Excludes MFS -Rubidium Standard Network Time and Frequency devices
Universal Simulcast Controller Interface(s)	Included
UPS Systems.	Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes batteries and any on-site services.

Broadband Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes
Access Points	Includes PMP (Canopy), Motomesh Duo, Motomesh Quattro, Meshcam, Motomesh Solo, Motomesh AP7181 intelligent access points. Excludes all other technologies
Backhaul	Includes PMP (Canopy) and PTP (Point-to-Point Wireless) PTP 49600 and 800 licensed series Excludes all other technologies
Cables, connectors and testers	Excluded
Cameras	Includes Meshcam Excludes all other technologies, fixed black & white, color, pan tilt zoom analog, pan tilt zoom IP, fixed hybrid (IP and Analog) cameras
Cluster Management Modules (CMM)	Includes PMP (Canopy). Excludes all other technologies
Digital Video Recorder	Includes Mobile Video Enforcer Excludes all other technologies
Docking Station	Includes Mobile Video Enforcer Excludes all other technologies
GPS Synch Box	Excluded
Links	Includes PTP 49600 and 800 licensed series
Mobile Internet Switching Controller(MISC)	Excluded
Modems	Includes Mobile Video Enforcer Excludes all other technologies
Monitors	Includes Mesh,MotoMesh Excludes all other technologies
Mounting Bracket	Excluded
Multiplexers	Excluded
Network Interface Card	Excludes RAD data multiplexers
Network Switches	Includes Mesh, MotoMesh, Meshcam Excludes all other technologies
Networking Enablers	Included
Personal Tracking Device	Excludes Asymmetric DSL Broadband Gateway, Asymmetric Customer Premise Equipment, Symmetric DSL Broadband Gateway, Symmetric DSL-CPE's and accessories
Power Supply	Includes MeshTrack Excludes all other technologies
Reflector Hardware Kit	Included
Server	Excluded
Software	Included HP DL360, Mobile Video Enforcer system server Excludes all other technologies
Subscriber Modules	Excluded
Surge Suppressor/LPU	Includes, PMP (Canopy) Excludes all other technologies
UPS	Excluded
Video Recording System	Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes batteries and any one-site services.
Wireless Router AC and DC Input	Includes Mobile Video Enforcer Excludes all other technologies

Conventional System Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes
Antenna Systems	Excludes all Equipment such as bi-directional amplifiers, multicouplers, combiners, tower top pre-amplifiers, antennas, cables, towers, tower lighting, and transmission lines
Base Station(s) and Repeater(s)	Quantar, Quantro, MTR2000, MTR3000, GTR8000 including IPCCGW. Excludes MICOR and MSF5000
Central Electronics Bank(s)	Includes logging recorder interface and network hub Excludes all other technologies see SOW specifically for NICE logging recorders
Channel Bank(s)	Includes Premisys and Telco. Excludes Siemens
Comparator(s)	Includes Spectratac, Digitac, ASTRO-tac, GMC8000.
Computer(s)	Includes computers (Pentium I, II, III, IV) directly interface with or control the communications System, including Systemwatch II, keyboards, mice and trackballs. Excludes laptop computers and all 286, 386, 486 computers. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel display image retention.
Console(s)	Includes Centracom Gold Elite, MCC7500, MCC5500, MIP5000 as part of complete communication System – including headset jacks, dual footswitches, and gooseneck microphones. Excludes cables and Commandstar mother board CDN6271. Commandstar and Commandstar Lite are also excluded as a conventional system operator position but can be covered when services are purchased separately.
Dictaphones, Logging Recorders and Recording Equipment	Excludes all technologies see SOW specifically for NICE logging recorders
Digital Interface Unit(s) (DIU)	Included
Digital Signaling Modem(s)	Included upon modem model availability
Embassy Switch	Includes AEB, AIMI, ZAMBI, AMB
Microwave Equipment.	Excluded from service agreement but may be repaired on an above contract, time and material basis. All equipment must be shipped to IDO. Excludes any on-site services.
Monitor(s)	Includes all Motorola certified monitors connected to computers that directly interface with or control the communications System. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel displays image retention as well as monitors not shipped by Motorola and/or cannot be confirmed by a Motorola factory order number.
Moscad	Includes NFM (Network Fault Management), as part of communication System only. Standalone MOSCAD and System Control and Data Acquisition (SCADA) must be quoted separately. Includes FSA4000 Excludes all other fire alarming systems.
Motobridge	Included
Printer(s)	Includes printers that directly interface with the communications System.
Receiver(s)	Includes Quantar , MTR2000, ASTRO-TAC, GPW8000 receivers.
Simulcast Distribution Amplifier(s)	Included
Site Frequency Standard(s)	Includes Rubidium, GPS and Netclocks systems sold with the Motorola System. Excludes MFS -Rubidium Standard Network Time and Frequency devices
Universal Simulcast Controller Interface(s)	Included
UPS Systems.	Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes batteries and any on-site services.

Data System Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes
Base Station(s) and Repeater(s)	Includes Quantar (DSS3, DBS), GTR8000.
Computer(s)	Includes computers (Pentium I, II, III, IV) that directly interface with or control the communications System. Includes keyboards, mice and trackballs. Excludes laptop computers and all 286, 386, 486 computers. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel display image retention.
Dictaphones , Logging Recorders and Recording Equipment	Excludes all technologies see SOW specifically for NICE logging recorders
Microwave Equipment.	Excluded from service agreement but may be repaired on an above contract, time and material basis. All equipment must be shipped to IDO. Excludes any on-site services.
Monitor(s)	Includes all Motorola certified monitors connected to computers that directly interface with or control the communications System. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel displays image retention as well as monitors not shipped by Motorola and/or cannot be confirmed by a Motorola factory order number.
Printer(s)	Includes printers that directly interface with the communications System.
Radio Network Controller	Includes One (1) RNC and One (1) RNC Console. Redundant RNC's must be quoted separately. Excludes RNC1000, NCP500, NCP2000, NCP2500 and NCP3000.
Site Data Link Modem(s)	Included
UPS Systems.	Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes batteries and any on-site services.
Wireless Network Gateway	Excluded from the prime/remote site or system agreement but can be covered when services are purchased separately.

Cassidian Communications Infrastructure Repair w Advanced Replacement Vesta Pallas, Vesta Standard (Maars/ComCentrex), Vesta Meridian and Sentinel Patriot Systems	Inclusions, Exclusions, Exceptions and Notes
ACU (Auto Control Unit)	Includes Vesta systems only Excludes Sentinel Patriot
ARU (Alarm Reporting Unit)	Included
ALI (Automatic Location Identification) Controller	Includes Analog Station Card(s), Called ID Board(s), Conference Board(s), DTMF Tone Receiver Board(s), Digital Station Card(s), E&M Card(s), Ground Loop Start Card(s), MF Receiver Board(s), 911 Line Card(s)
ANI (Asynchronous Network Interface) Controller	Included
BCM (Business Communication Manager)	Includes Vesta Pallas only Excludes all other technologies
Cable(s)	Excluded
CIM (Console Interface Module)	Includes Sentinel Patriot Excludes all other technologies
CRU (Call Record Unit)	Included
CIU (CAD Interface Unit)	Included
Computer(s)/Workstation	Includes computers sourced by Cassidian Communications and sold by Motorola that directly interface with or control the Cassidian Communications Systems, monitor, sound card, keyboards, mice and trackballs. Excludes defective or phosphor-burned cathode ray tubes (CRT) and burned-in flat panel display image retention.
Controllers	Includes Vesta Standard Excludes all other technologies
DBU (Data Base Unit)	Includes Vesta Standard Excludes all other technologies
Digital Logging Recorders, Logging Recorders and Recording Equipment	Includes Pyxis, Cassidian Communications sourced and sold by Motorola Excludes all other technologies see SOW specifically for NICE logging recorders
Herbie	Includes Vesta systems only Excludes Sentinel Patriot
Line Boosters/Amplifier/Short haul modems	Excluded
Modified Network LAN Switch	Includes
Modem(s)	Includes ALI modem sources and sold by Motorola Excludes all other technologies
Monitor(s)	Includes all Motorola certified monitors connected to computers that directly interface with or control the communications Systems. Excludes Non-Certified monitors, defective or phosphor-burned cathode ray tubes (CRT), flat panel monitors with burned in image retention and monitors not shipped by Motorola and/or cannot be confirmed by a Motorola factory order number.
MTU (Multi-line Trunk Unit)	Includes Vesta Pallas only Excludes All other technologies
Printer(s)	Includes Cassidian Communications sourced and sold by Motorola that directly interface with the communications System
Power Supplies, PSU (Power Supply Unit)	Includes Vesta Pallas, Vesta Standard Excludes all other technologies
RMU (Remote Maintenance Unit)	Includes Vesta Standard only Excludes all other technologies
Ring Generator(s)	Included
Routers	Included
RIS (Radio Interface Subset)	Included (note, only works with the Herbie)
Server(s) ALI	Includes Vesta servers, Sentinel Patriot Excludes all other technologies
Telephone(s)	Includes 911 and KEM administrator telephone sourced with the 911 System and sold by Motorola. Excludes Nortel (Avaya) telephone sets
TIU (Trunk Interface Unit	Includes Vesta Standard Excludes all other technologies

Console Only Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes
Card Cages	Included
Central Electronics Bank(s) (CEB)	Includes Logging Recorder Interface and Network Hub, Base Interface Module (BIM), Console Operator Interface Module (COIM), Operator Interface Module (OMI). Excludes all other technologies see SOW specifically for NICE logging recorders
Central Electronic Shelf (CES)	Included
Computer(s)	Includes computers that directly interface with CEB. Includes keyboards, mice and trackballs. Excludes laptop computers and all 286, 386, 486 computers. Defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel display image retention.
Console(s)	Includes consoles (CommandSTAR, CommandSTAR lite, Centracom Gold Elite MCC7500, MCC7500 w/ VPM, MCC5500, MIP5000, MC1000, MC2000, MC2500, MC3000) as part of complete communication System – Including headset jacks, dual footswitches, and gooseneck microphones and Console Interface Electronics. Excludes cables
Console Audio Box (CAB)	Included
Dictaphones, Logging Recorders and Recording Equipment	Excludes all technologies see SOW specifically for NICE logging recorders
Junction Box	Included
Microwave Equipment.	Excluded from service agreement but may be repaired on an above contract, time and material basis. All Equipment must be shipped to IDO. Excludes any on-site services.
Monitor(s)	Includes all Motorola certified monitors connected to computers that directly interface with or control the communications System. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel displays image retention as well as monitors not shipped by Motorola and/or cannot be confirmed by a Motorola factory order number.
Site Frequency Standard(s)	Includes Netclocks systems Excludes MFS -Rubidium Standard Network Time and Frequency devices
UPS Systems.	Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes batteries and any on-site services.

Digital In-Car Video Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes
Cables, connectors and testers	Excluded
Cameras	Includes 22X Front Camera. Excludes rear cameras
Data Talker Wireless Transmitters	Excluded
Digital Video Recorder	Includes Base unit running DP-2 software
Data Storage Module	Included
LCD Monitor	Includes DP-1 &DP-2 versions only
Video Retrieval	It is the customer's responsibility to remove the video before sending the DSM into the Motorola Repair Depot for repair. Video retrieval is a separate service and is excluded from this SOW.

MOTOTRBO Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes
XRC9000 Controller	Included TT2213* single site; TT2215* multi site ***Next day (24 hour) delivery if request is received before 1:00 p.m. CST; Second day (48 hour) delivery if request is received after 1:00 p.m. CST**
MTR3000	Includes T3000
MIP5000 MOTOTRBO Gateway	Includes L3598

MOTOROLA

Statement of Work

Network Monitoring, OnSite Infrastructure Response and Dispatch Service

Motorola will provide Network Monitoring, Dispatch Service and OnSite Infrastructure Response services to Customer Systems. These services are applicable only for the following system types: ASTRO®, ASTRO® 25, ARC 4000, SmartZone®/OmniLink® v2.0.3 and higher, SmartNet®, Private Data (with a wireless network gateway) v2.0.3 and higher, and Harmony® Wireless Communications System.

The terms of this Statement of Work (SOW) are an integral part of the Motorola Service Terms and Conditions or other applicable Agreement(s) with the Customer to which this SOW is appended and made a part thereof by this reference.

1.0 Description of Services

Network Monitoring is a service designed to electronically monitor Elements of a Communication System for Events, as set forth in the Monitored Elements Table. When the Motorola System Support Center (SSC) detects an Event, trained technologists acknowledge and remotely diagnose the Event, and initiate an appropriate response per the customer profile. Appropriate responses could include, but are not limited to, continuing to monitor the Event for further development, transferring the Event to Technical Support, or opening a Case for dispatch of a Servicer. If dispatched, the Servicer will respond at the Customer location based on pre-defined Severity Levels set forth in the Severity Definitions Table and Response times set forth in the On-Site Response Time Table in order to Restore the System.

Motorola will provide Case management as set forth herein. The SSC maintains contact with the on-site Servicer until System Restoral occurs and Case is closed. The SSC will continuously track and manage Case activity from open to close through an automated Case tracking process.

2.0 Motorola Responsibilities:

2.1. Provide dedicated Connectivity through a private network connection necessary for monitoring ASTRO and ASTRO25, SmartZone/ OmniLink, Private Data, and Harmony Wireless Communications network types. The Connectivity Matrix set forth in Appendix 1 further describes the Connectivity options.

2.2. If determined necessary by Motorola, provide Motorola owned equipment for monitoring ASTRO and ASTRO 25 System elements. If Motorola installs or replaces Motorola owned equipment, the type of equipment and location installed is listed in the Motorola Owned & Supplied Equipment Table.

2.3. If determined necessary by Motorola, provide Motorola owned equipment for monitoring SmartNet System elements. If Motorola installs or replaces Motorola owned equipment, the type of equipment and location installed is listed in the Motorola Owned & Supplied Equipment Table.

2.4. Verify Connectivity and Event monitoring prior to System Acceptance or Start Date.

2.5. Continuously receive data from Customer monitored System and Customer initiated service requests.

2.6. Remotely access the Customer's System to perform remote diagnosis as permitted by Customer pursuant to section 3.1

2.7. Create a Case, as necessary. Gather information to perform the following:

2.7.1. Characterize the issue

2.7.2. Determine a plan of action

2.7.3. Assign and track the Case to resolution.

2.8. Dispatch a Servicer, as required, by Motorola standard procedures and provide necessary Case information collected in section 2.7

2.9. Ensure the required personnel have access to Customer information as needed.

2.10. Disable and enable System devices, as necessary, for Servicers.

2.11. Servicer will perform the following on-site:

2.11.1. Run diagnostics on the Infrastructure or FRU.

2.11.2. Replace defective Infrastructure or FRU, as applicable. Customer, Servicer or Motorola may provide Infrastructure or FRU.
2.11.3. Provide materials, tools, documentation, physical planning manuals, diagnostic/test equipment and any other requirements necessary to perform the Maintenance service.
2.11.4. If a third party Vendor is needed to Restore the System, the Servicer may accompany that Vendor onto the Customer's premises.

2.12. Verify with Customer that Restoration is complete or System is functional, if required by Customer's repair Verification preference described in the Customer Support Plan required by section 3.5. If Verification by Customer cannot be completed within 20 minutes of Restoration, the Case will be closed and the Servicer will be released.
2.13. Escalate the Case to the appropriate party upon expiration of a Response time.
2.14. Close the Case upon receiving notification from Customer or Servicer, indicating the Case is resolved.
2.15. Notify Customer of Case Status, as described in the Customer Support Plan required by section 3.5 at the following Case levels:
2.15.1. Open and closed; or
2.15.2. Open, assigned to the Servicer, arrival of the Servicer on site, deferred or delayed, closed.
2.16. Provide, when requested by Customer, the following reports, as applicable:
2.16.1. Case activity reports to Customer.
2.16.2. Network Monitoring Service reports for Customer System(s).
2.16.3. Network Activity/Availability Reports for ASTRO25, SmartZone/ OmniLink, and Private Data Systems only.
2.17. Respond in accordance to pre-defined Response times upon receipt from Customer of Customer managed passwords required for proper access to the Customer's System.
2.18. Apply additional support charges above and beyond the contracted service agreements that may apply if it is determined that System faults were caused by the Customer making changes to critical System parameters.

3.0 Customer Responsibilities:
3.1. Allow Motorola Continuous remote access to obtain System availability and performance data.
3.2. Allow Motorola to access System if firewall has been installed; provide permanent/dedicated access for SNMP traps (outbound) and ZDS polling (inbound). Also provide continuous utility service to any Motorola equipment installed or utilized at Customer's premises to support delivery of the Service.
3.3. Order and maintain dedicated dial-up phone lines for telephone service for SMARTNET System types. The Connectivity Matrix set forth in Appendix 1 further describes the Connectivity options.
3.4. Unless otherwise specified, Motorola recommends a private network connection for all other Systems. The Connectivity Matrix set forth in Appendix 1 further describes the Connectivity options.
3.5. Provide Motorola with pre-defined Customer information and preferences prior to Start Date necessary to complete Customer Support Plan., including, but not limited to:
3.5.1.1. Case notification preferences and procedure
3.5.1.2. Repair Verification Preference and procedure
3.5.1.3. Database and escalation procedure forms.
3.5.1.4. Submit changes in any information supplied in the Customer Support Plan to the Customer Support Manager.
3.6. Provide the following information when initiating a service request:
3.6.1. Assigned System ID number
3.6.2. Problem description and site location
3.6.3. Other pertinent information requested by Motorola to open a Case.
3.7. Notify the SSC when Customer performs any activity that impacts the System. (Activity that impacts the System may include, but is not limited to, installing software or hardware upgrades, performing upgrades to the network, or taking down part of the system to perform maintenance.)
3.8. Allow Servicers access to Equipment (including any Connectivity or monitoring equipment) if remote service is not possible.
3.9. Allow Servicers access to remove Motorola owned monitoring equipment upon cancellation of service.
3.10. Supply Infrastructure or FRU, as applicable, in order for Motorola to Restore the System as set forth in paragraph 2.11.2
3.11. Maintain and store in an easy accessible location any and all Software needed to Restore the System.

3.12. Maintain and store in an easily accessible location proper System backups.
3.13. Verify with the SSC that Restoration is complete or System is functional, if required by the Repair Verification Preference provided by Customer in accordance with section 3.5.
3.14. Provide all Customer managed passwords required to access the Customer's System to Motorola upon request or when opening a Case to request service support or enable Response to a technical issue.
3.15. Pay additional support charges above and beyond the contracted service agreements that may apply if it is determined that System faults were caused by the Customer making changes to critical System parameters
3.16. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the services described in this SOW.

Severity Definitions Table

Severity Level	Problem Types
Severity 1	▪ **Response is provided Continuously** ▪ Major System failure ▪ 33% of System down ▪ 33% of Site channels down ▪ Site Environment alarms (smoke, access, temp, AC power) as determined by the SSC. ▪ This level is meant to represent a major issue that results in an unusable system, sub-system, Product, or critical features from the Customer's perspective. No Work-around or immediate solution is available.
Severity 2	▪ **Response during Standard Business Day** ▪ Significant System Impairment not to exceed 33% of system down ▪ System problems presently being monitored ▪ This level is meant to represent a moderate issue that limits a Customer's normal use of the system, sub-system, product, or major non-critical features from a Customer's perspective
Severity 3	▪ **Response during Standard Business Day** ▪ Intermittent system issues ▪ Information questions ▪ Upgrades/preventative maintenance ▪ This level is meant to represent a minor issue that does not preclude use of the system, sub-system, product, or critical features from a Customer's perspective. It may also represent a cosmetic issue, including documentation errors, general usage questions, recommendations for product enhancements or modifications, and scheduled events such as preventative maintenance or product/system upgrades.

On-Site Response Time Table (Customer's Response Time Classification is designated in the Service Agreement).

Severity Level	Standard Response Time	Premier Response Time	Limited Response Time	Off Deferral
Severity 1	Within 4 hours from receipt of Notification Continuously	Within 2 hours from receipt of Notification Continuously	Within 4 hours from receipt of Notification Standard Business Day	Time provided by Servicer *
Severity 2	Within 4 hours from receipt of Notification Standard Business Day	Within 4 hours from receipt of Notification Standard Business Day	Within 4 hours from receipt of Notification Standard Business Day	Time provided by Servicer *
Severity 3	Within 24 hours from receipt of Notification Standard Business Day	Within 24 hours from receipt of Notification Standard Business Day	Within 24 hours from receipt of Notification Standard Business Day	Time provided by Servicer *

- Please note these are Standard Commitment times. The commitment times should be based on the Customers Support Plan.
- Provide update **before** the specific contractual commitments come due.

  * Note: Provide update to System Support Center **before** Deferral time comes due.

Appendix 1

Connectivity Matrix

System Type	Connectivity	Responsibility
ASTRO® 25	T1	Motorola
SmartZone/OmniLink v3.5 and below	256K	Motorola
SmartZone/OmniLink v4 and above	512K	Motorola
Private Data	256K	Motorola
ARC 4000	T1 or VPN	Motorola
MESH	T1 or VPN	Motorola
Harmony	T1	Motorola
MotoBridge	T1 or VPN	Motorola
SmartNet	Dial-up	Customer

Private Network Connection IP VPN (All Customers)	Public Internet Connection IP VPN (Option Available only to Customers outside of the US)
Standard solution for real time Connectivity	Non Standard solution for Connectivity
Dedicated bandwidth configuration provided to monitor Customers	No dedicated bandwidth provided to monitor Customers
Protected from unauthorized intrusion	Low risk of unauthorized intrusion
Encryption available	Encryption is required
Connectivity available through Motorola	Customer provides Connectivity to the internet via an internet service provider selected by Customer.

Motorola Owned & Supplied Equipment Table

Equipment Type	Location Installed
Firewall/Router	Master Site
System Support Server	Master Site for each Zone

Monitored Elements Table

System Type	Equipment
ASTRO 25 (release 7.0-and higher)	Packet Routing Network; Zone Controllers; Database Server; FullVision Server; UEM Server; Zone Statistical Server; Air Traffic Router; System Statistics Server; User Configuration Server; Packet Data Gateway Server; PBX; Interconnect Server; Motorola Gold Elite Gateway (MGEG); AEB; CEB; Conventional Channel Gateway (CCGW); Core, Exit, Gateway, Peripheral, Border, and Site routers, HP Switches master, prime, console (MCC7500) and repeater sites switches, GGSN; CWR MOSCAD Overlay (TenSr, Station, Channel Banks, TRAK GPS, Site Power, Microwave) Simulcast RF Site (Site Controllers, Comparators, Stations); Intelli Repeater RF Site (Stations); Intelli Site Repeater RF Site (Site Controllers, Stations). The SMARTX box is a transparent box that connects the legacy equipment to ASTRO core. The SMARTX box is not part of the monitored elements. DOES NOT INCLUDE MONITORING OF ANY MOSCAD ALARM POINTS THAT DO NOT DIRECTLY IMPACT THE PERFORMANCE OF THE RADIO NETWORK. DOES NOT INCLUDE MONITORING OF ANYTHING OUTSIDE OF THE RADIO NETWORK UNLESS SPECIFICALLY STATED
SECURITY ELEMENTS Monitoring and managing Security Elements is dependent on Customer purchasing and Core Security Management Server as Equipment with the Customer System	If Motorola Security Monitoring service is purchased - Core Security Management Server, Intrusion Detection Sensor, Firewall, Anti-virus Application, Servicer Authentication, Centralized Logging Server
ASTRO 25 (release 6.3 – 6.9)	Nortel; Packet Routing Network; Zone Controllers; Database Server; FullVision Server; Zone Statistical Server; Air Traffic Router; System Statistics Server; User Configuration Server; Packet Data Gateway Server; PBX; Interconnect Server; Motorola Gold Elite Gateway (MGEG); AEB; CEB; ARCADACS Cross Connect Switch; Simulcast RF Site (Site Controllers, Comparators, Stations); Intelli Repeater RF Site (Stations);Intelli Site Repeater RF Site (Site Controllers, Stations); MOSCAD Overlay (TenSr, Station, Channel Banks, TRAK GPS, Site Power, Microwave) DOES NOT INCLUDE MONITORING OF ANY MOSCAD ALARM POINTS THAT DO NOT DIRECTLY IMPACT THE PERFORMANCE OF THE RADIO NETWORK. DOES NOT INCLUDE MONITORING OF ANYTHING OUTSIDE OF THE RADIO NETWORK UNLESS SPECIFICALLY STATED
SECURITY ELEMENTS Monitoring and managing Security Elements is dependent on Customer purchasing and Core Security Management Server as Equipment with the Customer System	If Motorola Security monitoring is purchased - Core Security Management Server, Intrusion Detection Sensor, Firewall, Anti-virus Application, Servicer Authentication, Centralized Logging Server

ASTRO 25 6.0 - 6.2	Nortel; Packet Routing Network; Zone Controllers; Database Server; FullVision Server; Zone Statistical Server; Air Traffic Router; System Statistics Server; User Configuration Server; Packet Data Gateway Server; PBX; Interconnect Server; Motorola Gold Elite Gateway (MGEG); AEB; CEB; ARCADACS Cross Connect Switch; Simulcast RF Site (Site Controllers, Comparators, Stations); Intelli Repeater RF Site (Stations);Intelli Site Repeater RF Site (Site Controllers, Stations); MOSCAD Overlay (TenSr, Station, Channel Banks, TRAK GPS, Environmental Alarms, Microwave)
SmartZone 4.1	Zone Controllers; Database Server; Digital Interface Unit (DIU); Central Electronic Bank (CEB) Interface; AEB; FullVision Server; Air Traffic Router; System Statistics Server (Multi-Zone); Zone Statistical Server; User Configuration Server; NOVA 2000 (Interconnect); Remote RF Sites (Site Controllers Including Simulcast, Stations); MOSCAD Overlay (Stations-Non Trunked, Comparater, TenSr Channel Banks, Environmental Alarms, Microwave)
ARC 4000	Zone Controller, Network Manager Servers, User Configuration Server, Zone Database Server, FullVision Server, Air Traffic Router Server, Packet Data Router & Radio Network Gateway (IV&D), Data Collection Device, Master Site Router (Core, Gateway), Master Site Switches, Individual Site Routers, Individual Site Switches
Astro LE	Site Controllers; Environmental Alarms; Channel Banks
SMARTNET Monitored by MOSCAD SiteSentry	Site Controllers; Stations; Environmental Alarms; Channel Banks. Site Sentry is a canceled product. No new customers.
Private Data	Wireless Network Gateway (WNG); Radio Network Controller (RNC); Base Station
Harmony (HWCS)	MSO, EBTS
MOTObridge	SIP, OMC, Gateway Units

Statement of Work

NICE Gold Maintenance

Overview

Motorola utilizes NiceLog to provide a complete, reliable and robust solution for Customer audio recording requirements.

1.0 Description of Services

Motorola System Support Center (SSC) will initiate the Customer service request to NICE. NICE will deliver services identified in the NICE Gold Maintenance tables provided in this SOW. Post warranty services provided by NICE include phone coverage, on site support and hardware support for applicable NICE Logging Equipment integrated within a Motorola network or Vortex console.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Terms and Conditions or other applicable Agreement to which it is attached and made a part thereof by this reference.

2.0 Motorola has the following responsibilities:

2.1 Respond to request for post warranty support for the Restoration of a failed System.
2.2 Collect model, serial number information, customer name and customer contact.
2.3 Provide a case number.
2.4 Contact NICE support and provide them with customer, case number, model, and serial number information. NICE will contact the customer/field team and work the issue to completion.
2.5 Advise caller of procedure for determining any additional requirements.
2.6 Coordinate resolutions with agreed upon third party vendor.
2.7 Close the case once the NICE issue has been resolved.

3.0 Customer has the following responsibilities:

3.1 Contact Motorola System Support Center (SSC) to initiate a service request.
3.2 Provide model and serial number.
3.3 Provide a contact name and contact phone number.

4.0 NICE has the following responsibilities:

4.1 Provide repair return authorization numbers to Customer.
4.2 Provide services in accordance with Table 1, per the time zone where the equipment resides, Monday through Friday, excluding holidays, and within the normal response times.
4.3 Receive malfunctioning hardware from Customer and document its arrival, repair and return.
4.4 Perform the following service on NICE hardware:
4.4.1. Replace malfunctioning components. NICE will use commercially reasonable efforts to repair or replace, in its discretion, any hardware found to be defective under normal and proper use and service during the contract period. An in-coverage unit will be repaired and returned at no charge except for under the following conditions:
(1) The unit has been modified or damaged due to improper packaging; or
(2) If a unit is received for repair and found operable in accordance with current NICE standards, it will be classified as "no trouble found" and it will be returned in the same condition in which it was received.
4.5 Coordinate any repair activity with Motorola and Customer to ensure resolution
4.6 On-site reporting, the NICE service provider (SP) will:
4.6.1. Arrive at the Customer site and go directly to the Customer contact
4.6.2. When SP is ready to leave, notify the Customer contact
4.6.3. Provide verbal reports to the Customer contact on all work complete and in progress by NICE

4.6.4. Sign out and leave with the Customer contact a visit report of the work accomplished by NICE and the outstanding issues

4.7 Provide to the Customer contact within one (1) week of the on-site visit a follow-up report on any outstanding issues

4.8 Contact Motorola System Support Center to close the case

4.9 Perform services according to NICE service priorities

Table 1

This option is available to customers where the location of the equipment is within 4-hour drive time to most major metropolitan areas (identified at the time of purchase.

Support Coverage	Twenty-four (24) hours, seven (7) days per week
Call Back Response Time	Sixty (60) minutes after receipt of call from authorized representative
On-Site Response Time for Priority 1 Service Issues	Four (4) hours

Gold Available within a 4 Hour Drive Time	Priority 1	Priority 2	Priority 3	Priority 4
Phone Availability	24*7	24*7	24*7	24*7
Support Coverage	24*7	24*7	24*7	24*7
Call Back Response Time	60 minutes	120 minutes	24 hours	24 hours
On Site Response Times*	4 hours	24 hours	48 hours	48 hours

**On Site Response Time are in effect following the determination that on site support is required. Repair parts are shipped overnight, unless otherwise pre-arranged. The arrival of the technician and the shipped parts will be coordinate to coincide.*

Priority 1 – Critical Failure – In a 100% recording environment, any failure of equipment, NICE software or communications to the NICE products which results in loss of recording channels or data, or if allowed to persist will result in such recording loss.

Priority 2 – Major Problem – Any problem resulting in loss of ability to retrieve calls or loss of replay functionality for two or more workstations.

Priority 3 – Product Anomaly – Any problem affecting one or more workstations which does not result in a loss of recording or replay but nevertheless results in diminished Product response or performance, for example if an administrator loses the ability to add or delete users.

Priority 4 – System Inquiry, planned intervention or request for information.

4.10 Software Upgrades- NICE's standard maintenance services shall include installation of only such software updates to the NICE software which, in NICE's sole discretion, are necessary to ensure efficient operation of the products ("NICE Software Updates"). NICE will provide Customer with a version of the NICE Software Update for Customer to review and authorize for installation. Upon such installation, Customer shall receive a copy of all written materials necessary to allow Customer to operate such NICE Software

Updates. All NICE Software Updates are licensed for use solely on the Equipment on which the relevant NICE Software was first installed and shall, unless otherwise set forth herein, be governed by the terms and conditions of the software license for the NICE Software executed by both parties ("NICE Software License").

5.0 Ineligible Products-Additional Service fees shall apply for any maintenance provided by NICE for any and all individual products that are damaged by causes not caused directly by the gross negligence or intentional misconduct of NICE and external to the relevant individual product, including without limitation, damages to a individual product caused by: (i) neglect, mishandling, misuse and/or unauthorized repair by anyone other than NICE or a NICE certified technician; (ii) failure to maintain the Site in accordance with NICE's installation site specifications ("Installation Site Specifications"); (iii) relocation from the Site specified by the parties; (iv) use by anyone other than NICE or a NICE certified technician for purposes other than those for which it was designed, as described in the applicable documents, Operating Manuals and/or specifications provided by NICE; (v) use by anyone other than NICE or a NICE certified technician or material or supplies, including without limitation software and firmware programming, that do not meet NICE's specifications and instructions; (vi) use of the Products with any Non-Nice Hardware and/or (vii) an accident, transportation, improper cooling or humidity control, failure to telephone equipment or communication lines, failure or fluctuation of electrical power, other unusual physical or electrical stress and/or failure of interconnect equipment not provided by NICE or a NICE certified technician.

6.0 In addition to any exclusions named in Section 7.0 of the Terms and Conditions or in any other underlying Agreement to which this SOW is attached, the following items are excluded:

1. All Infrastructure over seven (7) years from product cancellation date
2. Physically damaged Infrastructure
3. Third party Equipment not shipped by Motorola
4. Consumable items including, but not limited to, batteries, connectors, cables, tone/ink cartridges
5. Test Equipment
6. Racks, furniture and cabinets
7. Firmware and/or Software upgrades

7.0

Data System Infrastructure Exhibit	**Inclusions, Exclusions, Exceptions and Notes for Infrastructure Repair**
Logging Recorder	Includes NICE logging Recorders Excludes all other technologies
Rack Mounts/Shelves	Includes NICE rack mount/shelf ONLY Excludes all other technologies
Replay Station	Excluded
Servers/Storage Center	Includes NICE servers/storage centers ONLY Excludes all other technologies
Workstation	Excluded

Servicer Statement of Work

Network Preventative Maintenance With Dispatch Service

1.0 Description of Service

Network Preventative Maintenance will provide an operational test and alignment, on the Customer's Infrastructure Equipment (infrastructure or fixed network equipment only) to ensure the Infrastructure meets original manufacturer's specifications, as set forth in the applicable attached Exhibit(s), all of which are hereby incorporated by this reference. Customer's System type determines which Exhibit is applicable (i.e. SmartZone system exhibit, SmartNet system exhibit). Network Preventative Maintenance will be performed during Standard Business Days. If the System or Customer requirements dictate this service must occur outside of Standard Business Days, Motorola will provide an additional quotation. Customer is responsible for any charges associated with helicopter or other unusual access requirements or expenses.

Network Preventative Maintenance service will be facilitated by the Servicer. The relationship between Motorola and the Servicer shall be as set forth in this Statement of Work. Subcontracts for this Service will be electronically posted by Motorola on Motorola's website for Servicers.

Motorola reserves the right to alter, amend or change the scope of work with 30 days written notice to Servicer. All terms or Attachment C-Service Subcontract will remain in full force and effect during the term and any subsequent terms of this SOW.

2.0 Motorola has the following responsibilities:

- 2.1 Notify the Customer of any possible System downtime needed to perform this service.
- 2.2 Dispatch the Servicer upon receiving Customer date(s) for a Network Preventative Maintenance to be performed.
- 2.3 Provide the following information to the Servicer from the SSC:
  - 2.3.1 Dates to perform Network Preventative Maintenance.
  - 2.3.2 Case number.
  - 2.3.3 Site identification.
  - 2.3.4 Customer and address.
  - 2.3.5 Access requirements.
  - 2.3.6 Close Case upon receiving notice of completion from Servicer technician.
- 2.4 Provide Infrastructure Equipment list including type and quantity, as available.
- 2.5 Provide original equipment manufacturer (OEM) Equipment manuals for System specifications, as available.

3.0 Servicer has the following responsibilities:

- 3.1 Receive page or phone call from SSC for dispatch of Case Continuously
- 3.2 Call SSC to accept Case.
- 3.3 Complete Network Preventative Maintenance within allotted dates.
- 3.4 Assign technical resources to Case and have the diagnostic equipment as specified in the manufacturers service manuals needed to perform service.
- 3.5 Notify Motorola if the System will be taken down and approximate duration of downtime.
- 3.6 Physically inspect the Infrastructure in the system (equipment cabinets, general circuitry, fault indicators, cables, and connections).
- 3.7 Remove any dust, and/or foreign substances from the Infrastructure.
- 3.8 Clean filters, if applicable.
- 3.9 Measure, record, align, and adjust the Infrastructure parameters in accordance with the manufacturer's service manuals and the Rules and Regulations of the Federal Communications Commission (FCC), where applicable.
- 3.10 Consult Equipment manuals for System specifications per system configuration.
- 3.11 Call the SSC when Case is completed.
- 3.12 Complete and sign (by Servicer technician) a system checklist of Infrastructure reviewed:
  - 3.12.1 Provide one signed copy of the system checklist to the Customer.
  - 3.12.2 File one signed copy of the system checklist at the Servicer's office location.
- 3.13 Identify any service problems that require Customer or Motorola action.

MOTOROLA

Conventional Network Preventative Maintenance Checklist

Conventional Infrastructure	Operational Check (where applicable)
Base Station(s), Repeater(s), Control Station(s)	Transmitter modulation,
	RF power output/reflected
	RF Frequency Measured/adjusted
	Receiver Sensitivity Measured/Adjusted
	Audio Input & Output Levels
	Combiner & Circulator Loss
	Receiver Desense (Full Duplex Only)
	Check Power Supply Voltages
Consoles Positions/Remotes	Audio Input & Output Levels
	Ethernet Operation
	Controller Power Supply Voltage, and AC Ripple
	Switches, Lights, CRT
	CEB Signal Levels
	Wiring and Grounding for each Position
	Check and Clean keyboards, CPU. CRT's
	CEB diagnostics
Comparators (Voting) and / or Satellite Receivers	Audio Input & Output Levels
	Receiver Sensitivity Measured/Adjusted
	Comparator power supply voltage
	Check for proper signal voting
Power UPS	Check Diagnostics/Alarms
	AC/DC Voltages/Batteries
	Switch-Over Operations
Generator	Switch to Generator Power
AC to DC Power Unit (RF equipment)	Switch to Battery Power
All Equipment	Check Diagnostics/Alarms
Other Equipment	Check all system printers
	Check all modems for proper levels & synchronization
	MBX/Other telco interface common equipment

MOTOROLA

Data – Network Preventative Maintenance Checklist

Data Infrastructure	Operational Check (where applicable)
Data Base Station (Quantar)	RSSI Calibration Check (-90)
	Transmit Frequency Adjustments
	Transmitter Deviation Adjustments
	Transmitter modulation Compensation
	Transmitter Power out and Adjustments
	Reflect Power Measurement
	Receiver Sensitivity Test
	Receive Antenna De-sense Test
MSF 5000 Base Stations	RSSI Calibration Check
	VCO Calibration Check (.38Micro Volt)
	Injection Filter Adjustments
	Pre-selector/Image Filter Adjustments
	Transmit Frequency Adjustments
	RF Power out Measurements
	RF Forward and Reflect Trip adjust
	Transmit Deviation Adjustments
	Receiver Sensitivity Test
	Transmitter modulation Compensation
Gemini Base Station	RSSI Calibration Check
	Transmit Frequency Adjustments
	RF Power out Measurements
	RF Forward and Reflect Trip adjust
	Transmit Deviation Adjustments
	Receiver Sensitivity Test
	Transmitter modulation Compensation
	Power Supply Voltage Check
	Power Supply Ripple Voltage Check
Radio Network Controllers	Power Supply In-take Fan
	Host connection check
	Message buffering
	RF Interface
	Base Interface
Wireless Network Gateway	Visually check system status and fault LEDs.
	Check SMIT for any module errors.
	Check each major modules
	Power Supply Voltage Check
	Visually check all cabling
	Capture all log and error reports
UDS/Paradyne Modems	Check for received line level
	Perform remote modem digital loopback test
	Check telco/microwave circuit
UPS	Check Batteries
	Switch-Over Operations
	AC/DC Voltages

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SMARTNET Network Preventative Maintenance Checklist

SMARTNET Infrastructure	Operational Check (where applicable)
Repeater(s), Control Station(s)	Transmitter modulation,
	RF power output/reflected
	RF Frequency Measured/adjusted
	Receiver Sensitivity Measured/Adjusted Power Supplies
	Audio Input & Output Levels
	Combiner & Circulator Loss
	Receiver Desense (Full Duplex Only)
	Check Power Supply Voltages
Consoles Positions/Remotes	Audio Input & Output Levels
	Ethernet Operation
	CEB Power Supply Voltage, and AC Ripple
	Switches, Lights, CRT
	CEB Signal Levels
	Wiring and Grounding for each Position
	Check and Clean keyboards, CPU. CRT's
	CEB Diagnostics
Central Controllers, DIGITAC Comparators	Central Controller and Power Supplies
	T Bar Switched
	Simulcast Controller
	Simulcast Remote Controller
	Distribution Amp
	DIGITAC Comparator
	Receiver Multi-Couplers
	Check for receiver to Comparator audio path. Check to see if equalization is required.
	Check for proper audio to Status Tone ratio
	Confirm that all Receiver RX Notch Filters are either IN or OUT
GPS	Roll to Redundant Receive Reference Module
	Frequency Standards (check 1 PPS, 5 MPPS, composite)
	Check Power Supply Voltages
Site Equipment	Audio Network Analyzer
	Baseline Database Server
	System Manager Terminal
	Site Test/System Calibration Equipment
POWER UPS	Check Diagnostics/Alarms
	AC/DC Voltages/Batteries
	Switch-Over Operations
Generator	Switch to Generator Power
AC to DC Power Unit (RF equipment)	Switch to Battery Power
All Equipment	Check Diagnostics/Alarms

Other Equipment	Check all system printers
	Check all modems for proper levels & synchronization
	MBX/Other telco interface common equipment

MOTOROLA

SmartZone -Network Preventative Maintenance Checklist

SmartZone Infrastructure	Operational Check (where applicable)
Repeater(s), Control Station(s)	Transmitter modulation
	RF power output/reflected
	RF Frequency Measured/adjusted
	Receiver Sensitivity Measured/Adjusted
	Audio Input & Output Level
	Check Low Speed Data
	Combiners & Circulator Loss
	Receiver Desense (Full Duplex Only)
	Power Supply voltages
Consoles Positions/Remotes	Audio Input & Output Level
	Ethernet Operation
	CEB Power Supply Voltage, and AC Ripple
	Switches, Lights, CRT
	CEB Signal Levels
	Wiring and Grounding for each Position
	Check and Clean keyboards, CPU. CRT's
	CEB Diagnostics
Central Controllers, DIGITAC Comparators	Central Controller and Power Supplies
	T Bar Switched
	Simulcast Controller
	Simulcast Remote Controller
	Distribution Amp
	DIGITAC Comparator
	Receiver Multi-Couplers and Tower Mounted Amplifier
	Check for receiver to Comparator audio path.
	Check for proper audio to Status Tone ratio
	Confirm that all Receiver RX Notch Filters are either IN or OUT
GPS	Roll to Redundant Receive Reference Module
	Check Frequency Standards
	Check Power Supply Voltages
Site Equipment	Audio Network Analyzer
	Baseline Database Server
	System Manager Terminal
	Site Test/System Calibration Equipment
Power UPS	Check Diagnostics/Alarms
	AC/DC Voltages/Batteries
	Switch-Over Operations
Generator	Switch to Generator Power
AC to DC Power Unit (RF equipment)	Switch to Battery Power
All Equipment	Check Diagnostics/Alarms

Other Equipment	Check all system printers
	Check all modems for proper levels & synchronization
	MBX/Other telco interface common equipment

MOTOROLA

ASTRO® LE -Network Preventative Maintenance Checklist

Astro LE Infrastructure	Operational Check (where applicable)
CO-LOCATED/REMOTE SITE	
Repeater(s), Control Station(s)	TX Frequency in Hz
	TX Power Output of Station (Forward/Reflected)
	TX Power Output out of Combiner (Forward/Reflected)
	TX Low Speed Deviation
	TX Test Pattern Deviation
	TX BER
	RX Tower/Rack Mounted Amplifier
	RX RF Level at 5% BER at Receiver and Through Multi-Coupler
	Receiver Desense/ Degradation dot o Site Noise and TX Desense
	Wireline Audio Input & Output Levels
Site Controllers	Check Lights/Fan Operation
	Check/Align Frequency Standard
	Roll to Redundant Controller (pre-approved by customer)
	Test Site Trunking/Failsoft Modes (pre-approved by customer)
	Multiple Control Channel Switching (pre-approved by customer)
Router/Switches	Check Lights/Fan Operation
All Equipment	Check Diagnostics/Alarms
	Power Supply Voltages
MASTER/PRIME SITE (RF Equipment)	
Master/Prime Site Controllers	Check Lights/Fan Operation
	Roll to Redundant Controller (pre-approved by customer)
Router/Switches	Check Lights/Fan Operation
ASTRO-TAC Comparators	Check for receiver to Comparator audio path
	ACTAC 9600 Comparator All sites on line? V.24 link health-link delays
Channel Bank	Channel Bank/ transport health for all sites (diagnostics/alarms)
	Roll to Redundant Power Supply (pre-approved by customer)
MASTER/PRIME SITE (Servers)	Site Control Manager/Site Command Server (Clients)
	Backup Databases
	Terminal Server
	Remote Access Test
GPS	Roll to Redundant Receive Reference Module (pre-approved by customer)
	Frequency Standards (check 1 PPS, 5 MPPS, composite)
	Check Power Supply Voltages
POWER	Check Diagnostics/Alarms
UPS	AC/DC Voltages/Batteries
	Switch-Over Operations
Generator	Switch to Generator Power (pre-approved by customer)

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AC to DC Power Unit (RF equipment)	Switch to Battery Power (pre-approved by customer)
All Equipment	Check Diagnostics/Alarms
TRUNKING TEST (Completed at all Sites)	Talkgroup Call
	Multigroup Call
	Private Call
	Secure Call

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ASTRO® 25 ARC4000, 6.x, & 7.x Network Preventative Maintenance Checklist

ASTRO® 25 ARC4000, 6.x, & 7x	Operational Check (where applicable) Reference existing site PM documents for exact measurements
CO-LOCATED/REMOTE SITE	
Repeater(s), Control Station(s)	TX Frequency in Hz
	TX Power Output of Station (Forward/Reflected)
	TX Power Output out of Combiner (Forward/Reflected)
	TX Low Speed Deviation
	TX Test Pattern Deviation
	TX BER
	RX Tower/Rack Mounted Amplifier
	RX RF Level at 5% BER at Receiver and Through Multi-Coupler
	Receiver Desense/ Degradation do to Site Noise and TX Desense
	Wireline Audio Input & Output Levels
Site Controllers	Check Lights/Fan Operation
	Check/Align Frequency Standard
	Roll to Redundant Controller (pre-approved by customer)
	Test Site Trunking/Failsoft Modes (pre-approved by customer)
	Multiple Control Channel Switching (pre-approved by customer)
Router/Switches	Check Lights/Fan Operation
All Equipment	Check Diagnostics/Alarms
	Power Supply Voltages
MASTER/PRIME SITE (RF Equipment)	
Master/Prime Site Controllers	Check Lights/Fan Operation
	Roll to Redundant Controller (pre-approved by customer)
Router/Switches	Check Lights/Fan Operation
ASTRO-TAC Comparators	Check for receiver to Comparator audio path
	ACTAC 9600 Comparator All sites on line? V.24 link health- link delays
Channel Bank	
	Channel Bank/ transport health for all sites (diagnostics/alarms)
	Roll to Redundant Power Supply (pre-approved by customer)
MASTER/PRIME SITE (Servers)	Master Site Servers health (diagnostics/alarms)
	Complete backup of databases
	Roll to Redundant Zone Controller (pre-approved by customer)
Misc Equipment	Remote Access Test
	Check all modems for proper levels & synchronization
	MBX/Other telco interface common equipment
GPS	Roll to Redundant Receive Reference Module (pre-approved by customer)
	Frequency Standards (check 1 PPS, 5 MPPS, composite)
	Check Power Supply Voltages
POWER	Check Diagnostics/Alarms
UPS	AC/DC Voltages/Batteries
	Switch-Over Operations
Generator	Switch to Generator Power (pre-approved by customer)
AC to DC Power Unit (RF equipment)	Switch to Battery Power (pre-approved by customer)

All Equipment	Check Diagnostics/Alarms
CONSOLES POSITIONS/REMOTES	Audio Input & Output Level
	Ethernet Operation
	CEB/MCC Power Supply Voltage, and AC Ripple
	Switches, Lights, CRT
	CEB/MCC Signal Levels
	Wiring and Grounding for each Position
	Check and Clean keyboards, CPU. CRT's
	CEB/AEB/MCC diagnostics
TRUNKING TEST (Completed at all sites)	Talkgroup Test
	Multigroup Call
	Private Call
	Secure Call

E911 System Exhibit

Infrastructure Type	Operational Check (when applicable)
ANI Controller	Power supply check -DC Voltage
	Processor card battery test
	Review of advisory log
	Inspect phone, handsets, cords, touch tone pads, lights, and telephone instruments at main PSAP and remote location.
	Test operation or each 911 trunk and administrative phone line
	Check ANI cable routing and verify all connections (tighten cable/connector strain relief devices, review punch block wiring)
	Verify dial-up access
	Verify any spare circuit boards are operational
	Inspect ANI cabinets (ventilation/cooling, secure covers)
ALI Controller	Verify no alarm status on call screen. Check alarm/event log
	Check size of call detail records, purge if necessary
	Size of hard space remaining and advise customer. Purge if necessary.
	Test operation of all servers, terminals/clients printers, at main PSAP and remote locations
	Make test 911 calls to verify ALI information is properly displayed on all terminals/clients at main PSAP and remote locations
	Verify any spare ALI equipment or devices are operational
	If system uses local ALI or TSL, verify system properly receives Telco subscriber updates as required
	Check ALI cable routing and verify all connections (tighten cable/connector strain relief devices where necessary)
	Inspect all computer and terminal equipment (fans, vents, keyboards, CRTs, etc) .
	Verify ALI components are receiving proper ventilation/cooling
Other	Generate test alarm and verify that Motorola NMO receives outbound alarms for Site Sentry Device (SEB)
	Verify inbound remote maintenance access of both ANI and ALI functions through all remote access devices (SEB or maintenance modems)
	Check and verify proper installation of all grounding cables and connectors.
	Verify operational status of surge suppression equipment
	Verify operational status of standby power systems (UPS equipment, AC generators)

MOTOROLA

Statement of Work

Security Update Service (SUS)

1.0 Definitions

Terms that are capitalized but not defined in this Statement of Work shall have the definition given to such terms in the Service Terms and Conditions, the Communications System Agreement or other applicable agreement. The following terms have the following meanings:

1.1 Non-Motorola Software: Software whose copyright is owned by a party other than Motorola or its affiliated company, including but not limited to the anti-virus definitions, operating system software patches and signature files that will be pre-tested pursuant to this Statement of Work.

1.2 System: The currently shipping Motorola ASTRO® 25 System Release and up to 5 releases prior, with the last eligible release starting at 7.5.

1.3 Supported Release: Security Update Service – Platinum is available on the currently shipping Motorola ASTRO® 25 System Release and up to 5 releases prior, with the last eligible release being 7.5. If a customer is on a System Release older than 7.5 (eg, 7.3, 7.2, 6.9, etc…), or is outside of the 5 release schedule, then they cannot purchase this service.

2.0 Description of Services

With Security Update Service ("Service"), Motorola pretests the updated commercial anti-virus definitions for the Microsoft Windows based boxes on a System. This Service includes Motorola obtaining Microsoft Security Updates for Windows operating system, Solaris recommended patch bundles, Red Hat Linux security patches, anti-virus definitions* and intrusion detection sensor updates for Motorola supplied equipment from applicable original equipment manufacturer (OEM).

Motorola will evaluate and pre-test each update on Motorola's ASTRO 25 test System components for operational impact. Motorola's verification and evaluation process for anti-virus definitions will consist of applying each update to an appropriate ASTRO 25 system release that corresponds and is consistent with supported** and fielded systems.

Each assessment will consist of no less than 36 hours of examination time to evaluate the impact each anti-virus update has to the system. Upon satisfactory completion of the

assessment pertaining to anti-virus signatures, these updates will be provided on a weekly basis either automatically or through connecting to Motorola's secured extranet connection. When anti-virus definitions classified as Category 4 (Severe, difficult to contain) and Category 5 (Very Severe, very difficult to contain) by the commercial supplier are released, Motorola will determine if a high-priority release is necessary. Operating system updates/patches will be made available to our customers electronically upon successful testing in our lab environments on a monthly basis for Microsoft patches and on a quarterly basis for all others.

NOTICE: Automatic anti-virus and IDS updates are only available through our network security monitoring offering. Motorola will perform testing only on standard configurations certified by Motorola System Integration Testing (SIT) and Motorola supplied equipment/software prior to making an update available to Customers.

* - Not all systems are provided antivirus for Microsoft and UNIX platforms. To receive full antivirus support under this service offering, the customer must have a standard ASTRO 25 system that is supported and also has implemented antivirus for UNIX.

** - Supported is defined as the current system release and the last three prior. Support beyond this model requires approval from the Customer Service Manager and the Security Services Product Manager. For extended coverage, please communicate a formal request to your account manager.

The customer will be responsible for deploying Microsoft, Oracle, Sun Microsystems, UNIX, and Linux security updates from a Motorola provided secured extranet Web site. Antivirus and IDS updates will be capable of pushed automatically to the customer ASTRO25 network only if network security monitoring is acquired by the customer. If there is a recommended configuration change that is successfully tested on the ASTRO 25 test System, Motorola will provide detailed instructions for performing the configuration change. Security Update Service - Platinum does not include software for system upgrades or implementation of any recommended remediation.

Inclusions: Security Update Service - Platinum is available on the currently shipping Motorola ASTRO 25 System Release and up to 5 releases prior, with the last eligible release being 7.4. If a customer is on a System Release older than 7.4 (eg, 7.3, 7.2, 6.9, etc…), then they cannot purchase this service.

Exclusions: Systems that have non-standard configurations that have not been certified by Motorola SIT are specifically excluded from this Service unless otherwise agreed in writing by Motorola. Service does not include pre-tested intrusion detection system (IDS) updates for IDS solutions not purchased through Motorola. NICE Recorder, certain consoles, MARVILS, Symbol Equipment, AirDefense Equipment, AVL, and Radio Site Security products are also excluded. The scope of service coverage is defined by Motorola Services and is subject to change based on OEM support lifecycles. The terms and conditions of this Statement of Work are an integral part of Motorola's Service Terms

and Conditions or other applicable Agreement to which it is attached and made a part thereof by this reference.

3.0 Motorola has the following responsibilities:

3.1 Obtain anti-virus definitions for the Microsoft Windows platform, intrusion detection sensor signatures for Motorola supplied IDS, Microsoft Security Updates for Windows Operating system, Solaris operating system recommended patch bundles, and Red Hat Linux security patches from Motorola selected commercial suppliers.

3.2 Evaluate anti-virus definitions classified as Category 4 and 5 by Motorola selected commercial supplier to determine if a high-priority release is required. Motorola in its discretion will determine the urgency of the update based on the impact to the System.

3.3 Identify and document latest System vulnerabilities and compliance issues discovered during quarterly vulnerability scan performed in Section 3.4.

3.4 Investigate new vulnerabilities and compliance issues that are identified. Recommended response may include, but is not limited to, not applicable to ASTRO 25 System, deploy security software updates; deploy operating system security updates or patches; implement configuration changes; upgrade to current ASTRO 25 System Release (actual upgrade expense not included in this service offering); or recommending a compensating control.

3.5 Pre-test recommended remediation when applicable and make documentation and/or software updates available to Customer electronically.

3.6 Provide documented response with recommended remediation when applicable for all new vulnerabilities quarterly or at Motorola's discretion to Customer electronically.

3.7 Test anti-virus definitions, intrusion detection sensor signatures, and operating system security updates/patches by deploying them on a dedicated ASTRO 25 test System with the standard supported configurations, which include Motorola's then current approved cohabitated applications.

3.8 Confirm that tested anti-virus definitions, intrusion detection sensor signatures, and operating system security updates/patches do not degrade or compromise System functionality on dedicated test System within the standard supported configurations.

3.9 Address issues identified during testing to support functionality under the procedures specified in 3.8 above by working with Motorola selected commercial supplier or Motorola product development engineering team.

3.10 Release pre-tested anti-virus definitions and intrusion detection sensor signatures for Motorola supplied IDS electronically on a weekly basis upon successful completion of the weekly test cycle to be completed one week after release by commercial supplier unless an issue is detected or within 36 hours from Motorola selected commercial supplier's Category 4 & 5 certified virus definitions being available or at Motorola's discretion if determined by Motorola to be a high-priority release. Release may include the anti-virus definition file, intrusion detection sensor signatures, updated configuration files, instructions and other information deemed pertinent by Motorola.

3.11 Release Microsoft, Solaris and Red Hat Linux operating system security patches/updates when they are certified and available with instructions for obtaining patch/update for Customer deployment on the Customer system. Microsoft operating system security updates will be released monthly as available from Motorola selected commercial supplier upon successful completion of monthly test cycle. Solaris and Red Hat Linux operating system security patches will be released quarterly upon successful completion of quarterly test cycle or at Motorola's discretion.

3.12 Notify Customer when the latest release is available with instructions on where to obtain latest release.

3.13 Provide technical assistance if there is an issue with the installation of an update.

3.14 Maintain annual Customer subscriptions for anti-virus definitions and intrusion detection sensor signatures, with Motorola selected commercial supplier.

4.0 Customer has the following responsibilities:

4.1 Provide means for accessing pre-tested files electronically.

4.2 Deploy pre-tested files on Customer System as instructed in the "Read Me" text provided.

4.3 Implement recommended remediation(s) on Customer System as determined necessary by Customer.

4.4 Upgrade System to a Supported System Release as necessary to continue Service.

4.5 Identify one point of contact for issues specific to Security Update Service.

4.6 Cooperate with Motorola and perform all acts that are reasonable and/or necessary to enable Motorola to electronically provide Security Update Service – Platinum to Customer.

4.7 Comply with the terms of the applicable license agreement between Customer and the Non-Motorola Software copyright owner.

4.8 Adhere closely to the System Support Center (SSC) troubleshooting guidelines provided upon system acquisition. A failure to follow SSC guidelines may cause Customer and Motorola unnecessary or overly burdensome remediation efforts that may result in a service fee to Customer.

5.0 WARRANTIES AND DISCLAIMER:

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 service. Your sole remedies are to require Motorola to re-perform the affected service or at Motorola's option to refund, on a pro-rata basis, the service fees paid for the affected service.

During the applicable Warranty Period, Motorola warrants that the tested anti-virus definitions, intrusion detection sensor signatures, and operating system security updates/patches do not degrade or compromise System functionality, and that after incorporation of the recommended remediation action the System Software, when used properly and in accordance with the Documentation, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Product and Software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which this information is provided) are collectively referred to as "Documentation." Whether a defect occurs will be determined solely with reference to the Documentation. Motorola does not warrant that Customer's use of the Software or Products will be uninterrupted or error-free or that the Software or the Products will meet Customer's particular requirements.

MOTOROLA DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO PRE-TESTED ANTI-VIRUS DEFINITIONS, DATABASE SECURITY UPDATES, OPERATING SYSTEM SOFTWARE PATCHES, AND INTRUSION DETECTION SENSOR SIGNATURE FILES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. FURTHER, MOTOROLA DISCLAIMS ANY WARRANTY CONCERNING THE NON-MOTOROLA SOFTWARE AND DOES NOT GUARANTEE THAT CUSTOMER'S SYSTEM WILL BE ERROR-FREE OR IMMUNE TO VIRUSES OR WORMS AS A RESULT OF THESE SERVICES.

Statement of Work

Technical Support Service

1.0 Description of Services

The Technical Support service provides centralized remote telephone support for technical issues that require a high level of communications systems expertise or troubleshooting on Equipment. The Motorola System Support Center's (SSC) Technical Support Operation is staffed with technologists who specialize in the diagnosis and resolution of system performance issues. Technical Support Service: (i) does not include software upgrades that may be required for issue resolution; (ii) does not include Customer training; (iii) is only available for those system types supported and approved by Technical Support Operations and (iv) limited to Infrastructure currently supported by Motorola,

Technical Support is applicable to the following system types: ASTRO®, ASTRO® 25, ARC 4000, SmartZone® v2.0.3 and higher, SmartZone®/OmniLink®, E911, Private Data v2.0.3 and higher, SmartNet®, Conventional Two-Way, Wireless Broadband and Digital In-Car Video.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Terms and Conditions or other applicable Agreement to which it is attached and made a part thereof by this reference.

2.0 Motorola has the following responsibilities:

2.1. Respond to requests for Technical Support for the Restoration of failed Systems and diagnosis of operation problems in accordance with the response times set forth in the Remote Technical Support Response Times Table and the Severity Level defined in the Severity Definitions Table.

2.1.1. If Infrastructure is no longer supported by Motorola, Technical Support will diagnosis the System but may not be able to resolve the issue without the Customer replacing the Infrastructure.

2.2. Advise caller of procedure for determining any additional requirements for issue characterization, and Restoration which includes providing a known fix for issue resolution when available.

2.3. Attempt remote access to System for remote diagnostics, when possible.

2.4. Maintain communication with the Servicer or Customer in the field until close of the Case, as needed.

2.5. Coordinate technical resolutions with agreed upon third party Vendor(s), as needed.

2.6. Escalate and manage support issues, including Systemic issues, to Motorola engineering and product groups, as applicable.

2.7. Escalate the Case to the appropriate party upon expiration of a Response time.

2.8. Provide Configuration Change Support and Work Flow changes to Systems that have dial in or remote access capability.

2.9. Determine, in its sole discretion, when a Case requires more than the Technical Support services described in this SOW and notify Customer of an alternative course of action.

3.0 Customer has the following responsibilities:

3.1. Provide Motorola with pre-defined information prior to Start Date necessary to complete Customer Support Plan.

3.1.1. Submit changes in any information supplied in the Customer Support Plan to the Customer Support Manager.

3.2. Contact the SSC in order to access the Technical Support Operation, provide name of caller, name of Customer, System ID number, Service Agreement number, site(s) in questions, and brief description of the problem.

3.3. Supply on-site presence when requested by System Support Center.

3.4. Validate issue resolution prior to close of the Case.

3.5. Allow Motorola remote access to the System by equipping the System with the necessary Connectivity.
3.6. Remove video from Digital In-Car Video equipment prior to contacting Motorola. If Technical Support assists the Customer in removing video, the Customer acknowledges, understands and agrees that Motorola does not guarantee or warrant that it will be able to extract any captured video or that any captured video will not be damaged, lost or corrupted.
3.7. Acknowledge that Cases will be handled in accordance with the times and priorities as defined in Remote Technical Support Response Times Table and the Severity Level defined in the Severity Definitions Table.
3.8. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Technical Support service to Customer.

Severity Definitions Table

Severity Level	Problem Types
Severity 1	▪ Response is provided Continuously ▪ Major System failure ▪ 33% of System down ▪ 33% of Site channels down ▪ Site Environment alarms (smoke, access, temp, AC power). ▪ This level is meant to represent a major issue that results in an unusable system, sub-system, Product, or critical features from the Customer's perspective. No Work-around or immediate solution is available.
Severity 2	▪ Response during Standard Business Day ▪ Significant System Impairment not to exceed 33% of system down ▪ System problems presently being monitored ▪ This level is meant to represent a moderate issue that limits a Customer's normal use of the system, sub-system, product, or major non-critical features from a Customer's perspective
Severity 3	▪ Response during Standard Business Day ▪ Intermittent system issues ▪ Information questions ▪ Upgrades/preventative maintenance ▪ This level is meant to represent a minor issue that does not preclude use of the system, sub-system, product, or critical features from a Customer's perspective. It may also represent a cosmetic issue, including documentation errors, general usage questions, recommendations for product enhancements or modifications, and scheduled events such as preventative maintenance or product/system upgrades.

Remote Technical Support Response Times Table

SEVERITY	RESPONSE
Severity 1	Within 1 Hour from receipt of Notification, Continuously
Severity 2	Within 4 Hours from receipt of Notification, Standard Business Day
Severity 3	Within next Business Day, Standard Business Day