

05-13-180

RECEIVED

CONTRACT MANAGEMENT

(Contract Management Use only)

CONTRACT APPROVAL FORM

2014 MAY 29 PM 2: 20

CONTRACT TRACKING NO.

cm124

CONTRACTOR INFORMATION

Name: Motorola
Address: 1307 East Algonquin Road; Schaumburg, IL 60196
Contractor's Administrator Name: Eric Lazo
Tel#: 239-776-8143 (cell) Fax: Email: Eric.Lazo@motorolasolutions.com

CONTRACT INFORMATION

Contract Name: Motorola Service Agreement Contract Value: \$14,046.60

Brief Description: Motorola, through Hasty's Communications (their authorized manufacturer's rep), one year service agreement for maintenance, support or other services for subscriber units - mobile & two-way radios.

Contract Dates : From: 05/01/14 to 04/30/15 Status: X New \_\_\_ Renew \_\_\_ Amend# \_\_\_ WA/Task Order

How Procured: X Sole Source \_\_\_ Single Source \_\_\_ ITB \_\_\_ RFP \_\_\_ RFQ \_\_\_ Coop. \_\_\_ Other

If Processing an Amendment:

Contract #: Increase Amount of Existing Contract: No Increase
New Contract Dates: to TOTAL OR AMENDMENT AMOUNT:

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

- 1. Department Head Signature Date Funding Source/Acct #
2. Charlotte Young Contract Management Date
3. Office of Management & Budget Date
4. County Attorney (approved as to form only) Date

Comments:

COUNTY MANAGER - FINAL SIGNATURE APPROVAL


Ted Selby Date 5/30/14

RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

- Original: Clerk's Services; Contractor (original or certified copy)
Copy: Department Office of Management & Budget Contract Management Clerk Finance

RECEIVED OFFICE OF CLERK OF COURTS NASSAU COUNTY FLORIDA 14 JUN -3 AM 9:24

Nassau County Board of County Commissioners  
Sole Source/Single Source Certification Form

Vendor Name: Motorola Solutions Department: Fire Rescue  
Address: 1307 East Algonquin Road Department Head Signature: \_\_\_\_\_  
Schaumburg, IL 60196 Matthew A. Graves   
Phone: 239-776-8143 Date: May 29, 2014  
Contact Name: Eric Lazo  
Account: 49255525-546020 Cost: \$14,046.60

Description of Commodity:

One-year maintenance service agreement for mobile and two-way radios.

Check one (1) of the following two (2) choices:

Sole Source: The goods or services can be legally purchased from only one source.

Single Source: The goods or services can be purchased from multiple sources, but, in order to meet certain functional or performance requirements, there is only one economically feasible source for this purchase.

Please check all of the following that apply:

Purchase can only be obtained from original manufacturer-not available through distributors.

Only authorized area distributor of the original manufacturer.

Parts/Equipment are not interchangeable with similar parts of another manufacturer.

This is the only known source that will meet the specialized needs of this department or perform the intended function.

This source must be used to meet warranty or service maintenance requirements.


This source is required for standardization.

None of the above apply.

Comments/Explanations: (required)

Motorola, through Hasty's Communications (their authorized manufacturer's rep), one-year service agreement for maintenance, support or other services for subscriber units—mobile & two-way radios.

Approval:

  
County Manager

5/30/14  
Date



May 28, 2014

Constance C. Holmes  
96160 Nassau Place  
Yulee, FL 32097

Dear Ms. Holmes:

Motorola Solutions, Inc. is the leader in communications systems for the Government and Public Safety market. The systems we manufacture and maintain include commercially available products, proprietary hardware and software components, which combine to produce premier communication capabilities.

By nature of the complex proprietary hardware and software components as well as the overall system design, we recommend that Motorola Solutions, Inc. and Motorola Solutions, Inc. Service Partners, who are trained on Motorola Solutions, Inc. systems, perform maintenance services on your system. **Our Premiere Service Partner and the only Motorola Solutions, Inc. Authorized Service Center providing maintenance to Government and Public Safety customers in Nassau County is Hasty's Communications with an office located at 6609 Commonwealth Avenue, Jacksonville, FL 32254.** Hasty's Communications with a local presence has the capability to comply with the needs of Nassau County as it pertains to availability to perform the requested maintenance and as needed repairs of equipment performed in the field and at their own repair facility, including contracted response time(s) to emergency and non-emergency service calls, notification of repair delays and to provide contract maintenance and inventory reports.

In addition, in order to protect your system investment, any factory certified modifications or enhancements to the hardware or software for your system should be provided by Motorola Solutions, Inc. In the event that a required fix requires such involvement, Motorola Solutions, Inc. will provide the necessary solution as part of the maintenance agreement. Furthermore, Motorola Solutions, Inc. provides advanced service solutions that will help maximize the performance of your network and provide optimal efficiency. Our comprehensive suite of services follows a total lifecycle framework which means complete end-to-end coverage of your network.

Motorola Solutions, Inc. services collaborate with you to meet the needs of your organization and your end users. Our long-standing industry partnerships and expertise have helped make us the premier vendor of end-to-end voice and data applications delivery solutions for government and public sector organizations. First-response organizations around the world trust Motorola Solutions, Inc. to deliver technology that's second nature — seamlessly connecting users to real-time information and allowing them to focus on their missions, not the technology. Trust us to securely design, integrate, support, operate and manage your essential communications networks.

We will work with you in a flexible manner that is appropriate to meet your needs and goals — ultimate control always remains with you.

If you have any questions, do not hesitate to contact me directly. We look forward to continuing to provide you with the best-in-class hardware, software and services. .

Sincerely,

A handwritten signature in black ink that reads 'Eric Lazo'.

Eric Lazo  
Customer Support Manager  
Motorola Solutions, Inc.  
(239) 776-8143  
Eric.Lazo@motorolasolutions.com



MOTOROLA SOLUTIONS

SERVICES AGREEMENT

Attn: National Service Support/4th fl
1301 East Algonquin Road
(800) 247-2346

Contract Number: S00001016397
Contract Modifier: RN31-JAN-14 02:26:03

Date: 05/23/2014

Company Name: Nassau County Fire Rescue
Attn:
Billing Address: 96135 Nassau Pl
City, State, Zip: Yulee, FL, 32097
Customer Contact: Chief Matt Graves
Phone: (904)491-7525

Required P.O.: No
Customer #: 1036350601
Bill to Tag #: 0001
Contract Start Date: 05/01/2014
Contract End Date: 04/30/2015
Anniversary Day: Apr 30th
Payment Cycle: ANNUAL
PO #:

Table with columns: QTY, MODEL/OPTION, SERVICES DESCRIPTION, MONTHLY EXT, EXTENDED AMT. Includes rows for recurring services (LOCAL RADIO COMBO), subtotals, taxes, grand total, and subcontractor information (HASTYS COMMUNICATIONS OF FLORIDA).

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE: [Signature] TITLE: County Manager DATE: 5/30/14
CUSTOMER (PRINT NAME): Ted Selby
MOTOROLA REPRESENTATIVE(SIGNATURE): [Signature] TITLE: Customer Support Manager DATE: 5/28/14

Eric Lazo

239 776-8143

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MOTOROLA REPRESENTATIVE(PRINT NAME)

PHONE

Company Name: Nassau County Fire Rescue

Contract Number: S00001016397

Contract Modifier: RN31-JAN-14 02:26:03

Contract Start Date: 05/01/2014

Contract End Date: 04/30/2015

## **Service Terms and Conditions**

Motorola Solutions, Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

### **Section 1      APPLICABILITY**

These Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

### **Section 2      DEFINITIONS AND INTERPRETATION**

2.1. "Agreement" means these Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

### **Section 3      ACCEPTANCE**

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

### **Section 4      SCOPE OF SERVICES**

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

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

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

## **Section 5 EXCLUDED SERVICES**

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

## **Section 6 TIME AND PLACE OF SERVICE**

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

## **Section 7 CUSTOMER CONTACT**

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

## **Section 8 PAYMENT**

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within forty-five (45) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

## **Section 9      WARRANTY**

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## **Section 10     DEFAULT/TERMINATION**

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

## **Section 11     LIMITATION OF LIABILITY**

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

## **Section 12     EXCLUSIVE TERMS AND CONDITIONS**

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify



this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

### **Section 13 PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS**

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

### **Section 14 FCC LICENSES AND OTHER AUTHORIZATIONS**

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

### **Section 15 COVENANT NOT TO EMPLOY**

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

### **Section 16 MATERIALS, TOOLS AND EQUIPMENT**

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

### **Section 17 GENERAL TERMS**

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.



**Statement of Work**  
Prepared For :

**NASSAU COUNTY FIRE RESCUE**

**96135 NASSAU PL**

**YULEE, FL 32097**



# Statement of Work

## Definitions

### 1.0 Definitions

These defined terms might not apply to every Statement of Work. Capitalized terms below and not otherwise defined within the Statement of Work, or in the Communications System Agreement or other applicable agreement (collectively, "Agreement") have the following meanings:

- 1.1. **Box Unit Test:** Unit is tested in a fixture that simulates the functions for which it was designed, engineered, or manufactured to insure that it meets manufacturer specifications.
- 1.2. **Case:** Electronic tracking document for requests for service through the System Support Center.
- 1.3. **Case Status:** Identifier of the status of a Case from beginning to end.
- 1.4. **Component(s):** Motorola new or refurbished parts of equal quality.
- 1.5. **Configuration Change Support:** A change in a user-defined parameter, which may include a change in the placement of a dispatch console talkgroup window. Fleet mapping is not included in Configuration Change Support.
- 1.6. **Connectivity:** Establishment of remote access to the System via dial up or fixed dedicated links.
- 1.7. **Continuously/Continuous:** Seven (7) days per week, twenty-four (24) hours a day, including holidays.
- 1.8. **Customer:** The end-user Customer as identified in the Agreement.
- 1.9. **Customer Support Plan:** A document mutually developed by Motorola and the Customer that provides information about the Customer and the System and describes the specific processes by which Motorola will deliver and the Customer will receive the services described in this Statement of Work.
- 1.10. **Elements:** Those device types present on the Customer's System whose status may be communicated to the SSC.
- 1.11. **Equipment:** The equipment specified in the Equipment List as set forth in the Agreement, including any additions to the Equipment List during the Warranty Period.
- 1.12. **Enhanced System Support (ESS) Period:** The 12 month period commencing at the start of the Warranty Period for Equipment and Software as defined by the Agreement.
- 1.13. **Event:** An alarm or informational notification received by Motorola through the Network Management tools.
- 1.14. **Feature:** A Software functionality
- 1.15. **Federal Technical Center:** A Motorola facility located in Lanham, Maryland, the purpose of which is to serve as Motorola's centralized location for radio repair for United States Federal Government Customers.
- 1.16. **Firmware:** Software in object code form that is implanted or embedded in hardware.
- 1.17. **FRU:** Field Replaceable Unit, typically a board or module, contained within the Infrastructure.
- 1.18. **Infrastructure:** The fixed Equipment excluding mobiles, portables, and accessories.
- 1.19. **Infrastructure Depot Operations (IDO):** A Motorola facility, which serves as Motorola's centralized location for infrastructure repair.
- 1.20. **Loaner:** Infrastructure that is owned by Motorola and serves as a temporary replacement while the Customer's Infrastructure is being repaired.
- 1.21. **Maintenance:** The process for determining the cause of Equipment failure, removing, repairing, or replacing Components necessary to conform the Equipment with the manufacturer's specifications along with system-specific specifications, delivering and reinstalling the Components, and placing the Equipment back into operation.
- 1.22. **MCNS:** Mission Critical Network Services
- 1.23. **Motorola Software:** Software whose copyright is owned by Motorola or its affiliated company
- 1.24. **Non-Motorola Software:** Software whose copyright is owned by a party other than Motorola or its affiliated company.
- 1.25. **Notification:** The point in time when the Customer contacts Motorola and requests service.
- 1.26. **Optional Feature:** An additional Feature issued with a System Release that is available to Customer at additional cost.
- 1.27. **Radio Support Center (RSC):** A Motorola facility which serves as Motorola's centralized location for radio repair.
- 1.28. **Response:** The event when a technician, a remote systems technologist or a remote network specialist begins actively to work on the technical issue, remotely or on-site, as determined by Motorola.
- 1.29. **Restore/Restoration/Restoral:** The effort required to bring Equipment to the level for which it was designed, engineered and adjusted for performance in accordance with the manufacturer's published specifications, although such Equipment may not necessarily be malfunctioning.
- 1.30. **Servicer:** A Motorola Authorized Service Station or Motorola Field Service personnel.

- 1.31. Severity Level: The degree of adverse impact of an issue or Event.
- 1.32. Software: The software furnished with the System, including any Motorola Software and Non-Motorola Software.
- 1.33. Software License Agreement: The agreement or portion of an agreement pursuant to which Motorola licenses Software to Customer, including System Releases.
- 1.34. Special Product Feature: A Feature that is specially developed for Customer and which contains a functionality that is unique to Customer.
- 1.35. Standard Business Day: Monday through Friday, 8:30 a.m. to 4:30 p.m., local time, excluding Motorola holidays.
- 1.36. Standard Feature: A software functionality for components of Customer's System that is available to Customer in the standard software release
- 1.37. Start Date: Effective start date as listed on the Agreement.
- 1.38. System: The communications system as defined in the Communications System Agreement or other applicable Agreement.
- 1.39. System Acceptance: Unless otherwise defined in the Communications System Agreement, the date upon which Motorola has successfully completed all of the System Tests as described in the acceptance test plan.
- 1.40. System Support Center (SSC): A Motorola facility which serves as Motorola's centralized system support facility to compliment the field support resources
- 1.41. System Release: One software version release on a particular platform. ASTRO 25 6.3 example is where 6 is the platform indicator and .3 is software version release indicator.
- 1.42. System Test: Unit is tested in a Motorola manufactured system of similar type from which the unit was designed to test all functionality of the unit to insure that it meets manufacturer specifications.
- 1.43. Systemic: A recurring Software or hardware defect that significantly affects the operation of the System.
- 1.44. Technical Support Operations (TSO): A centralized telephone support help desk that provides technical support for Motorola customers who have purchased products from Motorola (Networks & Enterprise) or who have a contract for technical support services.
- 1.45. Vendor: Any manufacturer (other than Motorola) or third party that services or repairs Infrastructure or subscriber equipment
- 1.46. Verification: Contacting the appropriate designated person to verify the System is operational (original problem resolved) and closing the Case.
- 1.47. Work-around: A change in the followed procedures or data supplied by Vendor to avoid error without substantially impairing use of the Equipment.
- 1.48. Work Flow: A step-by-step process including instruction or direction for routing, handling, and processing information at a given agency.

#### Definitions

*Approved by Motorola Contracts & Compliance 10-31-2006*



## Statement of Work

### Local Radio Combo Package w/Pick-up & Delivery

#### 1.0 Description

Local Radio Combo Package provides operational check and board level repair services for mobile, portable, two-way and mobile data. An operational check is an analysis of the Equipment to identify external or internal defects. Local Radio Combo Package also includes service on standard palm microphones and single mobile controls heads, provided that they are required for normal operation of the two-way mobile and are included at the point of manufacture.

Equipment will be picked up from and delivered to the Customer's location, within a designated radius of the Servicer facility. Schedule pickups will be mutually agreed upon and outlined in the Customer Support Plan.

Local Radio Combo Package excludes repairs to: optional accessories; iDEN accessories; iDEN mobile microphones; non-standard mobile microphones, mobile external speakers; optional or additional control heads, single and multiple unit portable chargers; batteries, mobile antennas; mobile power & antenna cables and power supplies.

The following services are excluded from Local Radio Combo service unless they are purchased for an additional fee. The services are Subscriber Preventative Maintenance, Portable Remote Speaker Microphones, Portable Antenna Replacements and Mobile Remote Control Heads.

Service is only included on Equipment specifically named in the applicable Agreement to which this Statement of Work is attached. 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 Repair service to be performed at the Servicer facility during Standard Business Days.
- 2.2 Perform an operational check on the Equipment to determine the nature of the problem.
- 2.3 Remove/reinstall mobile or data Equipment from/to Customer's vehicle as needed for additional servicing.
- 2.4 Test and Restore the Equipment to Motorola factory specifications.
- 2.5 Remove any dust, and/or foreign substances from the Equipment.
- 2.6 Reprogram Equipment necessary to return Equipment to original operating parameters based on the template in the Equipment, if the template information can be retrieved from the Equipment, or from a backup diskette provided by Customer containing the template information. If the Customer template is not provided or not reasonably usable, a generic template utilizing the latest Radio Service Software (RSS) version for that Equipment will be used. The Equipment will require additional programming by the Customer to Restore the original template.
- 2.7 Notify Customer upon completion of repair.
- 2.8 Use reasonable efforts to pickup and deliver Equipment per the mutually agreed upon Customer location, days of week, and preferred time. If a pick up/delivery cannot occur according to the preferred schedule, Customer will be contacted prior to the scheduled pick up/delivery, to arrange a mutually agreeable alternative date and/or time for pick up/delivery.
- 2.9 Generate service receipt and leave with Customer.

#### 3.0 Customer has the following Responsibilities:

- 3.1 Designate mutually agreeable location for service pickup and delivery, days of week, and preferred time.
- 3.2 Provide Servicer a description of problem along with unit needing service.
- 3.3 If the Equipment will not power up, or if desired, supply Servicer with a backup diskette with the Software template or programming in order to assist in returning the Equipment to original operating parameters. If applicable, record the current flashcode for each radio.

Local Radio Combo Package with Pick Up & Delivery

*Approved by Motorola Contracts & Compliance 04-30-2004*