



Aitkin
County

Board of County Commissioners Agenda Request

25
Agenda Item #

Requested Meeting Date: 12/17/2019

Title of Item: Motorola Services Agreement 2020

<input type="checkbox"/> REGULAR AGENDA <input checked="" type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	Action Requested: <input checked="" type="checkbox"/> Approve/Deny Motion <input type="checkbox"/> Adopt Resolution (attach draft) <i>*provide copy of hearing notice that was published</i>	<input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input type="checkbox"/> Hold Public Hearing*
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Submitted by: Sheriff Dan Guida	Department: Sheriff's Office
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Presenter (Name and Title): Sheriff Dan Guida	Estimated Time Needed:
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Summary of Issue:

Dispatch / radio annual maintenance services and support contract for 2020. Expense paid by user-dedicated E-911 funds.

Alternatives, Options, Effects on Others/Comments:

Recommended Action/Motion:
Approve contract and authorize signature

Financial Impact:

Is there a cost associated with this request? Yes No

What is the total cost, with tax and shipping? \$

Is this budgeted? Yes No *Please Explain:*

SERVICE AGREEMENT

1299 E Algonquin Road
 Schaumburg, IL 60196
 (800) 247-2346

Contract Number: USC000005209
 Contract Modifier:

Date: 10/21/2019

<p>Company Name: Aitkin County Sheriff Attn: Sheriff Daniel Guida Billing Address: 218 1st St NW City, Province, Postal Code: Aitkin, MN 56431 Customer Contact: Sheriff Daniel Guida Phone: 218-927-7430</p>
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Required P.O.: N/A
 Customer #: 1000997760
 Bill to Tag#: 0001
 Contract Start date: 01/01/2020
 Contract End date: 12/31/2020
 Anniversary Day: 12/31/2020
 Payment Cycle: ANNUAL
 Currency: USD

QTY	MODEL/OPTION	SERVICES DESCRIPTION	EXTENDED AMT
		***** Recurring Services *****	
	LSV01S01107A	ASTRO ESS PLUS INFRASTRUCTURE REPAIR WITH ADVANCE REPLACEMENT	
	LSV01S00021A	ESSENTIAL SERVICE RENEWAL	
	LSV00S00217A	LOCAL DEVICE COMBO SVC (SUPPORTAND REPAIR) W/PICKUP&DELIVERY - TIER 7	
	SVC01SVC1103C	NETWORK MONITORING SERVICE	
	SVC02SVC0659A	DISPATCH SERVICES (PAGING)	
	SVC02SVC0662A	INFRASTRUCTURE REPAIR WITH ADV REPLACEMENT (PAGING)	
	SVC02SVC0676A	ONSITE INFRASTRUCTURE RESPONSE (PAGING)	
	SVC01SVC1405C	NETWORK PREVENTIVE MAINT-LEVEL 1 (PAGING)	
		JAN 1, 2020-DEC 31, 2020	\$64,265.80

		Sub Total	\$64,265.80
		Taxes	0.00
		Grand Total	\$64,265.80
<p>SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS Aitkin County is part of the ARMER system. Special Taxation Terms apply. Customer receives, TSO, SUA, and SUS services under the pricing, terms, and conditions of the Minnesota State Support Contract, O.O.A. Contract No. 104183 (Formerly Contract No. 16494), Release No. S-914(5) (R12 # USC000007373). The prices quoted via this service contract renewal are valid only until expiration of the current service contract. If Customer does not provide to MSI a valid, executed contract renewal within 30 days of contract expiration a one-time administrative fee equal to 5% of the subsequent years annual contract rate will be billed to the Customer upon reestablishment of the expired service contract. Price with 5% Administration fee once delinquent = \$67,479.09</p>		<p>TAXES MAY APPLY AS PER THE JURISDICTIONS</p>	

Subcontractor(s)	City	State
IL-DO002-ELGIN, MSI-INFRA REPR	ELGIN	IL
IL-DO066-SCHMBG, MSI-SSC CALL CTR	SCHAUMBURG	IL
GRANITE ELECTRONICS	ST CLOUD	MN
IL-DO067-SCHMBG, MSI-SSC NW MGT	SCHAUMBURG	IL
MOTOROLA RADIO SUPPORT CENTER	ELGIN	IL

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

TITLE

DATE

CUSTOMER (PRINT NAME)

Mike Rosonke

Customer Support Manager

10/21/2020

MOTOROLA REPRESENTATIVE (SIGNATURE)

TITLE

DATE

Mike Rosonke
MOTOROLA REPRESENTATIVE (PRINT NAME)

612-490-4453
PHONE

Company Name : Aitkin County Sheriff
Contract Number : USC000005209
Contract Modifier :
Contract Start Date: JAN 1, 2020
Contract End Date: DEC 31, 2020

Service Terms and Conditions

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

Section 1. APPLICABILITY

These Maintenance 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 Maintenance 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 Maintenance 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 Maintenance 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 twenty (20) 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.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised Oct 15, 2015

Essential Plus Services

Statement of Work

Version 1.3

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This Statement of Work (SOW), including all of its subsections and attachments is an integral part of the Services Agreement or other signed agreement between Motorola Solutions, Inc. (Motorola) and Customer ("Agreement") and is subject to the terms and conditions set forth in the Agreement.

Essential Plus Services are Technical Support, OnSite Support, Annual Preventive Maintenance, Network Hardware Repair, and Self-Installed Security Patches. Each of these services are summarized below and expanded upon in the appendices A, B, C, D and E. In the event of a conflict between the Sections below and an individual SOW Subsection, the individual SOW Subsection prevails.

Essential Plus Services

Motorola's Essential Plus Services are designed for customers who would benefit from Motorola's support experience. Essential Plus Services are delivered through a combination of centralized resources within Motorola's Solutions Support Center (SSC) collaborating with authorized local field services delivery resources that are experienced in managing mission critical networks and associated technologies. The MSI SSC operates 24 x 7 x 365, leveraging field resources that are either dedicated to the network or engaged as needed.

Essential Plus Services applies to fixed end communications network equipment located at the network core, RF site and dispatch sites. Essential Plus Services do not include maintenance of mobile or portable devices, or network backhaul.

The services described in this SOW will be performed in accordance with the Customer Support Plan (CSP) agreed upon by the parties.

The CSP will define the system elements covered under Essential Plus Services. The division of responsibilities between Motorola and Customer shall be defined and documented in the Appendices of this SOW, the Essential Plus Services CSP and other portions of the Agreement

Customer Support Plan

The Essential Plus Services Statement of Work summarizes Motorola's delivery approach and standard goals. Since individual customer technologies, systems, operating environments, and operational capabilities differ, the outlined services approach in the Essential Plus Services SOW will be adapted to each Customer's own environment and unique needs via the CSP.

The CSP is a critical component of this SOW and, once created, will automatically become integrated into this SOW by this reference. Motorola and Customer will collaborate to define the Customer-specific processes, procedures, network information, and other relevant support details required to perform the Services set forth in the Essential Plus Services SOW

Centralized Services Delivery

Technical Support service provides telephone consultation for technical issues that require a high level of ASTRO 25 network experience and troubleshooting capabilities. Technical Support is delivered through the SSC Network Operations Center by a staff of technical support specialists skilled in diagnosis and swift resolution of infrastructure performance and operational issues. Motorola applies leading industry standards in recording, monitoring, escalating and reporting for Technical Support calls from its contracted customers, reflecting the importance of maintaining mission critical systems. Appendix A contains the SOW for Technical Support.

The Service Desk provides a single point of contact for all Service related items, including communications between Customer, Third-Party Subcontractors, and Motorola. The Service Desk provides an ingress/egress point for Service Requests, Service Incidents, Changes, and Dispatch. All incoming transactions through the Service Desk are recorded, tracked and updated through the Motorola Customer Relationship Management (CRM) system. Key responsibilities are: Documentation of customer inquiries, requests, concerns and related tickets. Tracking and resolution of issues, and timely communication with all stakeholders is based on the nature of the incident and the requirements of the CSP. The Services Desk will manage service requests received from authorized parties and will coordinate the appropriate response with Customer and third parties, as necessary.

Field Service Delivery

Essential Plus Services are provided by authorized local field Services delivery resources. Annual Preventive Maintenance and OnSite Support are both managed from the SSC, but delivered by authorized local field services resources.

OnSite Support provides local, trained and qualified technicians who arrive at the customer location upon a dispatch service call to diagnose and restore the communications network. This involves running diagnostics on the hardware or FRU (Field Replacement Unit) and replacing defective infrastructure or FRU. The system technician will respond to the customer location based on pre-defined severity levels. Appendix D contains the SOW for Onsite Support.

Annual Preventive Maintenance Service provides proactive, regularly scheduled operational test and alignment of infrastructure and network components to continually meet original manufacturer's specifications. Certified field technicians perform hands-on examination and diagnostics of network equipment on a routine and prescribed basis. Appendix E contains the SOW for Annual Preventive Maintenance.

Network Hardware Repair

Motorola provides a hardware repair service for all of the Motorola and select third-party infrastructure equipment supplied by Motorola. The Motorola authorized Repair Depot manages and performs the repair of Motorola supplied equipment as well as coordinating the equipment repair logistics process. Appendix B contains the SOW for Network Hardware Repair.

Network Hardware Repair with Advanced Replacement is a purchasable option under which Motorola will provide Customer with an advanced replacement unit(s) or Field Replacement Units (FRU's) as they are available in exchange for Customer's malfunctioning equipment. Malfunctioning equipment will be evaluated and repaired by the infrastructure repair depot and returned to depot's FRU inventory upon completion of repair. Customers who prefer to maintain their existing FRU inventory have an option to request a "Loaner" FRU while their unit is being repaired. If purchased, an appendix with the Network Hardware Repair with Advanced Replacement SOW will be included at the end of this document.

Security Management Operations

Self-Installed Security Patches

Motorola maintains a dedicated vetting lab for each supported ASTRO 25 release for the purpose of pre-testing security updates. In some cases, when appropriate, Motorola will make the updates available to outside vendors, allow them to test, and then incorporate those results into this offering. Once tested, Motorola posts the updates to a secured extranet website and sends an email notification to the customer. If there are any recommended configuration changes, warnings, or workarounds, Motorola will provide detailed documentation along with the updates on the website. Appendix C contains the SOW for Self-Installed Security Patches.

MyView Portal

MyView Portal is a web-based platform that provides a transparent, single source view of network maintenance and operations along with historical system and service delivery information. It can be accessed from a desktop, laptop or tablet web browser.

Technical Support: View case status details to compare them to committed response times.

OnSite Support: Observe case details by severity level and track the progress of onsite support issue resolution.

Annual Preventive Maintenance: Access the maintenance status for all sites and quickly identify actions needed to take to optimize system performance.

Network Hardware Repair: Track return material authorizations (RMAs) shipped to our repair depot and eliminate the need to call for status updates.

Security Patching: Download pre-tested security updates to ensure the network is protected.

Trending Reports: Access up to 13 months of historical data and system activity to analyze case management.

Asset and Contract Information: View all the assets purchased for the network, recent orders, and contract information.

The data presented in MyView Portal is in support of the appendix SOW's which provide the terms of any service delivery commitments associated with this data.

Appendix A: Technical Support Statement of Work

Motorola's Technical Support service provides telephone consultation for technical issues that require a high level of ASTRO 25 network knowledge and troubleshooting capabilities. Remote Technical Support is delivered through the Motorola Solutions Support Center (SSC) by a staff of technical support specialists skilled in diagnosis and swift resolution of infrastructure performance and operational issues.

Motorola applies leading industry standards in recording, monitoring, escalating and reporting for Technical Support calls from its contracted customers, reflecting the importance of maintaining mission critical systems.

1.1 Description of Technical Support Services

Motorola's Solutions Support Center's (SSC) primary goal is Customer Issue Resolution (CIR), providing Incident Restoration and Service Request Fulfillment on Motorola's currently supported infrastructure. This team of highly skilled, knowledgeable, and experienced specialists is available to the customer as an integrated part of the support and technical issue resolution process. The SSC remotely supports the customer and works with but not limited to fault diagnostics tools, simulation networks and fault database search engines.

Technical Support is available Monday - Friday 8:00am - 5:00pm local site time and 24 hours a day, 7 days a week for Severity 1 Incidents. Technical Support availability for severity 2, 3 and 4 incidents is outlined in the [Severity Level Response Goals](#). Calls requiring incidents or service requests will be logged in Motorola's Customer Relationship Management (CRM) system. This helps ensure that technical issues are prioritized, updated, tracked and escalated as necessary, until resolution. Technical Support Operations assigns the impact level in accordance with the agreed [Severity Level Definitions](#) stated in this document.

Motorola will track the progress of each case from initial capture to resolution. Motorola will advise and inform the customer of the case progress and tasks that require further investigation and assistance from the customer's technical resources.

This service requires the customer to provide a suitably trained technical resource that delivers maintenance and support to the customer's system, and who is familiar with the operation of that system. Motorola provides technical consultants to support the local resource in the timely closure of infrastructure, performance and operational issues.

1.2 Scope

Technical Support service is available Monday - Friday 8:00am - 5:00pm local site time and 24 hours a day, 7 days a week for Severity 1 Incidents. See [Severity Level Definitions](#).

1.3 Inclusions

Technical Support service will be delivered on Motorola sold infrastructure including integrated 3rd party products.

1.4 Limitations and Exclusions

The following activities are outside the scope of the Technical Support service, but are optional services that are available to remote Technical Support customers at an additional cost:

1.4.1 Emergency on-site visits required to resolve technical issues that cannot be resolved with the SSC working remotely with the local customer technical resource.

1.4.2 Third party support for equipment not sold by Motorola.

1.4.3 System installations, upgrades, and expansions.

1.4.4 Customer training.

1.4.5 Hardware repair and/or exchange.

1.4.6 Network security services.

1.4.7 Network transport management.

1.4.8 Motorola services not included in this statement of work.

1.4.9 Any technical support required as a result of a virus or unwanted intrusion is excluded if the system is not protected against these security threats by Motorola's Pre-tested Security Update Service when applicable.

1.5 Motorola has the following responsibilities:

1.5.1. Provide availability to the Motorola Solution Support Center (800-221-7144), 24 hours a day, 7 days a week to respond to Customer's requests for Severity 1 support. Refer to [Severity Level Response Time Goals](#) for Severity 2, 3 and 4 response times.

1.5.2. Respond initially to Incidents and Technical Service Requests in accordance with the response times set forth in the [Severity Level Response Time Goals](#) section of this document and the severity level defined in the [Severity Level Definitions](#) section of this document. Remote diagnostics can be conducted more quickly if the customer maintains a connection to the SSC.

1.5.3. Provide caller a plan of action outlining additional requirements, activities or information required to achieve restoral/fulfillment.

1.5.4. Maintain communication with the customer in the field as needed until resolution of the case

1.5.5. Coordinate technical resolutions with agreed upon third party vendors, as needed.

1.5.6. Manage functionally escalated support issues to additional Motorola technical resources, as applicable.

1.5.7. 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.

1.6. The Customer has the following responsibilities:

1.6.1. Provide Motorola with pre-defined information prior to contract start date necessary to complete Customer Support Plan (CSP).

1.6.2. Submit changes in any information supplied in the Customer Support Plan (CSP) to the Customer Support Manager (CSM).

1.6.3. Contact the SSC in order to engage the Technical Support service, providing the necessary information for proper entitlement services. Including but not limited to the name of contact, name of customer, system ID number, site(s) in question, and brief description of the problem including pertinent information for initial issue characterization.

1.6.4. Maintain suitable trained technical resources that provide field maintenance and technical maintenance services to the system, and who are familiar with the operation of that system.

1.6.5. Supply suitably skilled and trained on-site presence when requested by the SSC.

1.6.6. Validate issue resolution prior to close of the case in a timely manner.

1.6.7. Acknowledge that cases will be handled in accordance with the times and priorities as defined in the Severity Level Definitions and in the Severity Level Response Time Goals section in this document.

1.6.8. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Technical Support

1.6.9 Obtain at Customer's cost all third party consents or licenses required to enable Motorola to provide the Service.

1.7 Severity Level Definitions

The following severity level definitions will be used to determine the maximum response times:

Severity Level	Severity Definition
Severity 1	<p>This is defined as a failure that causes the system and/or infrastructure a loss of voice functionality and no work-around or immediate solution is available.</p> <p>The following are examples of this kind of failure:</p> <ul style="list-style-type: none"> • 33% of call processing resources impaired • Site Environment alarms: <ul style="list-style-type: none"> ○ Smoke, ○ Unauthorized access ○ Temperature ○ Power failure
Severity 2	<p>This is defined as a fault that causes the system to operate with a continuous reduction in capacity or functionality of core services (core services consist of: Voice, data or network management).</p> <p>The following are examples of this kind of failure:</p> <ul style="list-style-type: none"> ○ Less than 33% of call processing resources impaired ○ Failure of a single redundant component
Severity 3	<p>This is defined as a fault which reduces the functionality, efficiency or usability of core services (voice, data and network management) and there is a viable work-around in place.</p> <p>The following are examples of this kind of severity:</p> <ul style="list-style-type: none"> ○ Intermittent faults that are infrequent and minor impact to core services ○ Statistical reporting problems
Severity 4	<p>This is defined as a minor issue, which has little or no impact on the functionality, efficiency or usability of core services. The following are examples of this kind of severity:</p> <ul style="list-style-type: none"> ○ Faults resulting in minor functions or features being unsupported or unreliable in ways that are not noticeable to the user. ○ Faults that have no impact in how the user perceives the system to work. ○ Cosmetic issues. ○ Requests for information.

1.8 Severity Level Response Goals

The response times are based on the defined severity levels as follows:

Severity Level	Response Time
Severity 1	A Motorola SSC Technician will make contact with the customer technical representative within one hour of the request for support being logged in the issue management system. Continual effort will be maintained to restore the system or provide a workaround resolution. Remote diagnostics can be conducted more quickly if the customer maintains a connection to the SSC. Response provided 24 x 7.
Severity 2	A Motorola SSC Technician will make contact with the customer technical representative within four hours of the request for support being logged at the issue management system. Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.
Severity 3	A Motorola SSC Technician will make contact with the customer technical representative within the next business day of the request for support being logged at the issue management system. Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.
Severity 4	A Motorola SSC Technician will make contact with the customer technical representative within the next business day of the request for support being logged at the issue management system. Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.

Appendix B: Network Hardware Repair Statement of Work

Motorola provides a hardware repair service for all of the Motorola and select third-party infrastructure equipment supplied by Motorola. The Motorola authorized Repair Depot manages and performs the repair of Motorola supplied equipment as well as coordinating the equipment repair logistics process.

1.1 Description of Services

Infrastructure components are repaired at a Motorola authorized 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.

1.2 Scope

Repair Authorizations are obtained by contacting the Solutions Support Center (SSC) which is available 24 hours a day, 7 days a week.

Repair authorizations can also be obtained online via Motorola Online at <https://businessonline.motorolasolutions.com>, under Repair Status/Submit Infrastructure RA.

1.3 Inclusions

Network Hardware Repair is available on Motorola sold communication systems which may include some aspect of third party hardware and software. Motorola will make a "commercially reasonable effort" to repair Motorola manufactured infrastructure products for seven years after product cancellation.

1.4 Exclusions

If infrastructure is no longer supported by Motorola, the original equipment manufacturer or a third party vendor, Motorola may return said equipment to the customer without repair or replacement. The following items are excluded from Network Hardware Repair:

- 1.4.1 All Motorola infrastructure hardware over seven (7) years from product cancellation date.
- 1.4.2. All Third party infrastructure hardware over two (2) years from product cancellation date.
- 1.4.3 All Broadband infrastructure over three (3) years from product cancellation date
- 1.4.4 Physically damaged infrastructure.
- 1.4.5 Third party equipment not shipped by Motorola
- 1.4.6 Consumable items including, but not limited to, batteries, connectors, cables, toner/ink cartridges, tower lighting, laptop computers, monitors, keyboards and mouse.
- 1.4.7 Video retrieval from Digital In-Car Video equipment.
- 1.4.8 Infrastructure backhaul such as, Antennas, Antenna Dehydrator, Microwave¹, Line Boosters, Amplifier, Data Talker Wireless Transmitter, Short haul modems, UPS¹
- 1.4.9 Test equipment.
- 1.4.10. Racks, furniture and cabinets.
- 1.4.11. Firmware and/or software upgrades.

¹ 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. Note! Excludes batteries and on-site services

- 1.5 Motorola has the following responsibilities:
- 1.5.1 Enable Customer access to the Motorola call Center operational 24 hours a day, 7 days per week, to create requests for repair service.
 - 1.5.2 Provide repair return authorization numbers when requested by Customer.
 - 1.5.3 Receive malfunctioning infrastructure from Customer and document its arrival, repair and return.
 - 1.5.4 Perform the following service on Motorola infrastructure:
 - 1.5.4.1 Perform an operational check on the infrastructure to determine the nature of the problem.
 - 1.5.4.2 Replace malfunctioning Field Replacement Units (FRU) or components.
 - 1.5.4.3 Verify that Motorola infrastructure is returned to Motorola manufactured specifications, as applicable.
 - 1.5.4.4 Perform a box unit test on all serviced infrastructure.
 - 1.5.4.5 Perform a system test on select infrastructure.
 - 1.5.5 Provide the following service on select third party infrastructure:
 - 1.5.5.1 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.
 - 1.5.5.2 Ship malfunctioning infrastructure components to the original equipment manufacturer or third party vendor for repair service, when applicable.
 - 1.5.5.3 Track infrastructure sent to the original equipment manufacturer or third party vendor for service.
 - 1.5.5.4 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.
 - 1.5.5.5 Re-program repaired infrastructure to original operating parameters based on software/firmware provided by customer as required by section 1.6.7. If the customer software version/configuration is not provided, shipping times will be delayed. If the Infrastructure repair depot determines that the malfunctioning infrastructure is due to a software defect, the repair depot reserves the right to reload infrastructure with a similar software version.
 - 1.5.5.6 Properly package repaired infrastructure.
 - 1.5.5.7 Ship repaired infrastructure to the customer specified address during normal operating hours of Monday through Friday 7:00am to 7:00pm CST, excluding holidays. 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 responsible for payment of shipping and handling charges.
- 1.6 The Customer has the following responsibilities:

- 1.6.1 Contact or instruct Servicer to contact the Motorola Solutions Support Center (SSC) and request a return authorization number prior to shipping malfunctioning infrastructure.
- 1.6.2 Provide model description, model number and serial number, type of system, software and firmware version, symptom of problem and address of site location for FRU or infrastructure.
- 1.6.3 Indicate if infrastructure or third party infrastructure being sent in for service was subjected to physical damage or lightning damage.
- 1.6.4 Follow Motorola instructions regarding inclusion or removal of firmware and software applications from infrastructure being sent in for service.
- 1.6.5 Provide Customer purchase order number to secure payment for any costs described herein that are outside the scope of the existing Agreement between Motorola and Customer to which this SOW is attached.
- 1.6.6 Properly package and ship the malfunctioning FRU, at customer's expense. Customer is responsible for properly packaging the malfunctioning infrastructure FRU to ensure that the shipped infrastructure arrives un-damaged and in repairable condition.
 - 1.6.6.1 Clearly print the return authorization number on the outside of the packaging.
- 1.6.7 Maintain versions and configurations for software/applications and firmware to install repaired equipment.
- 1.6.8 Provide Motorola with proper software/firmware information to reprogram equipment after repair unless current software has caused this malfunction.
- 1.6.9 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the infrastructure repair services to customer.
- 1.6.10 Obtain at Customer's cost all third party consents or licenses required to enable Motorola to provide the Service.

Appendix C: Self-Installed Security Patches Statement of Work

To verify compatibility with your ASTRO 25 system, Motorola's Self-Installed Security Patches provides pre-tested third party software (SW) security updates.

1.0 Description of Self Installed Security Patches Service

Motorola shall maintain a dedicated vetting lab for each supported ASTRO 25 release for the purpose of pre-testing security updates. In some cases, when appropriate, Motorola will make the updates available to outside vendors, allow them to test, and then incorporate those results into this offering. Depending on the specific ASTRO 25 release and customer options, these may include updates to antivirus definitions, OEM vendor supported Windows Workstation and Server operating system patches, Solaris and Red Hat Linux (RHEL) operating system patches, VMware ESXi Hypervisor patches, Oracle database patches, PostgreSQL patches, and patches for other 3rd party Windows applications such as Adobe Acrobat and Flash.

Motorola has no control over the schedule of releases. The schedule for the releases of updates is determined by the Original Equipment Manufacturers (OEMs), without consultation with Motorola. Antivirus definitions are released every week. Microsoft patches are released on a monthly basis. Motorola obtains and tests these updates as they are released. Other products have different schedules or are released "as-required." Motorola will obtain and test these OEM vendor supported updates on a quarterly basis.

Once tested, Motorola will post the OEM vendor supported updates to a secured extranet website and send an email notification to the customer. If there are any recommended configuration changes, warnings, or workarounds, Motorola will provide detailed documentation along with the updates on the website. Motorola will also provide labels on the extranet site that can be printed and applied to DVD's. The customer will be responsible for the download and deployment of these updates to their ASTRO 25 System.

1.1 Scope

Self-Installed Security Patches Service supports the currently shipping Motorola ASTRO 25 System Release (SR) and strives to support 5 releases prior. Motorola reserves the right to adjust which releases are supported as business conditions dictate. Contact your Customer Service Manager for the latest supported releases.

Self-Installed Security Patches Service is available for any L or M core system in a supported release. Self Installed Security Patches Service is also available for K cores but only for Windows PC's such as MCC 7500 consoles.

Systems that have non-standard configurations that have not been certified by Motorola Systems Integration and Testing (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. Certain consoles, MOTOBRIDGE, MARVLIS, Symbol Equipment, AirDefense Equipment, AVL, and Radio Site Security products are also excluded. Motorola will determine, in its sole discretion, the third party software that is supported as a part of this offering.

Motorola has the following responsibilities:

- Obtain relevant third party SW security updates as made available from the OEM's. This includes antivirus definition updates, OEM vendor supported operating systems patches, hypervisor patches, database patches, and selected other third party patches that Motorola deployed in ASTRO 25 system releases covered by this Self Installed Security Patches Service. Motorola does not control when these updates are released, but current release schedules are listed for reference:
 - McAfee Antivirus definitions– Weekly
 - Microsoft PC and Server OS patches – Monthly
 - Solaris, RHEL OS, VMware hypervisor patches – Quarterly
- Each assessment will consist of no less than 36 hours of examination time to evaluate the impact each update has on the system.
- Perform rigorous testing of updates to verify whether they degrade or compromise system functionality on a dedicated ASTRO 25 test system with standard supported configurations.
- Address any issues identified during testing by working as necessary with Motorola selected commercial supplier(s) and/or Motorola product development engineering team(s). If a solution for the identified issues cannot be found, the patch will not be posted on Motorola's site.
- Pre-test STIG recommended remediation when applicable.
- Release all tested updates to Motorola's secure extranet site.
- Include documentation for installation, recommended configuration changes, and identified issues and remediation for each update release.
- Include printable labels for customers who download the updates to CD's.
- Notify customer of update releases by email.
- A supported Self Installed Security Patches Service ASTRO 25 release matrix will be kept on the extranet site for reference.

1.3 The Customer has the following responsibilities:

- Provide Motorola with pre-defined information prior to contract start date necessary to complete a Customer Support Plan (CSP).

- Submit changes in any information supplied in the Customer Support Plan (CSP) to the Customer Support Manager (CSM).
- Provide means for accessing pre-tested files (Access to the extranet website).
- Deploy pre-tested files to the customer system as instructed in the “Read Me” text provided.
- Implement recommended remediation(s) on customer system, as determined necessary by customer.
- Upgrade system to a supported system release as necessary to continue service.
- Adhere closely to the Solutions Support Center (SSC) troubleshooting guidelines provided upon system acquisition. A failure to follow SSC guidelines may cause the customer and Motorola unnecessary or overly burdensome remediation efforts. In such case, Motorola reserves the right to charge an additional service fee for the remediation effort.
- Comply with the terms of the applicable software license agreement(s) between the Customer and Motorola and non-Motorola software copyright owner.
- Obtain at Customer’s cost all third party consents or licenses required to enable Motorola to provide the Service.

1.4 Disclaimer:

Motorola disclaims any and all warranties with respect to pre-tested antivirus definitions, database security updates, hypervisor patches, operating system software patches, intrusion detection sensor signature files, or other 3rd party files, express or implied. 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 security breaches as a result of these services.

Appendix D: OnSite Support Statement of Work

Motorola's OnSite Support service provides case management and escalation for onsite technical service requests. The service is delivered by the Motorola's Solutions Support Center (SSC) in conjunction with a local service provider. The SSC is responsible for opening a case for onsite support and monitoring the status of that case to maintain response time conformance.

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

1.0 Description of Services

The Motorola SSC will receive customer request for OnSite Support service provider and dispatch a servicer. The servicer will respond to the customer location based on pre-defined Severity Levels set forth in Severity Level Definitions table and Response times set forth in Severity Level Response Time Goals table in order to restore the system.

Motorola will provide case management as set forth herein. The SSC will maintain contact with the on-site Motorola Service Shop until system restoral and case closure. The SSC will continuously track and manage cases from creation to close through an automated case tracking process.

1.1 Scope

OnSite Support is available 24 hours a day, 7 days a week in accordance with Severity Level Definitions and Severity Level Response Time Goals tables.

1.2 Inclusions

Onsite Support can be delivered on Motorola-sold infrastructure.

2.0 Motorola has the following responsibilities:

- 2.1. Receive service requests.
- 2.2. Create a case as necessary when service requests are received. Gather information to characterize the issue, determine a plan of action and assign and track the case to resolution.
- 2.3. Dispatch a field servicer ("Servicer") as required by Motorola's standard procedures and provide necessary case information.
- 2.4. Provide the required personnel access to relevant customer information as needed.
- 2.5. Servicer will perform the following on-site:
- 2.6. Run diagnostics on the Infrastructure or Field Replacement Units (FRU).
- 2.7. Replace defective Infrastructure or FRU, as supplied by customer.
- 2.8. Provide materials, tools, documentation, physical planning manuals, diagnostic/test equipment and any other requirements necessary to perform the maintenance service.

- 2.9. If a third party vendor is needed to restore the system, the Servicer may accompany that vendor onto the customer's premises.
 - 2.10. Verify with customer that restoration is complete or system is functional, if required by customer's repair verification in the Customer Support Plan. If verification by customer cannot be completed within 20 minutes of restoration, the case will be closed and the Servicer will be released.
 - 2.11. Escalate the case to the appropriate party upon expiration of a response time.
 - 2.12. Close the case upon receiving notification from customer or servicer, indicating the case is resolved.
 - 2.13. Notify customer of case status as defined by the Customer Support Plan:
 - 2.13.1 Open and closed; or
 - 2.13.2 Open, assigned to the servicer, arrival of the servicer on-site, deferred or delayed, closed.
 - 2.14. Provide Case activity reports to customer if requested.
- 3.0 Customer has the following responsibilities:
- 3.1. Contact Motorola, as necessary, to request service.
 - 3.2. Provide Motorola with the following pre-defined customer information and preferences prior to start date necessary to complete Customer Support Plan (CSP):
 - 3.2.1. Case notification preferences and procedure.
 - 3.2.2. Repair verification preference and procedure.
 - 3.2.3. Database and escalation procedure forms.
 - 3.2.4. Submit changes in any information supplied in the CSP to the Customer Support Manager (CSM).
 - 3.3. Provide the following information when initiating a service request:
 - 3.3.1. Assigned system ID number.
 - 3.3.2. Problem description and site location.
 - 3.3.3. Other pertinent information requested by Motorola to open a case.
 - 3.4. Allow Servicers access to equipment.
 - 3.5. Supply infrastructure or FRU, as applicable, in order for Motorola to restore the system.
 - 3.6. Maintain and store in an easily accessible location any and all software needed to restore the system.
 - 3.7. Maintain and store in an easily accessible location proper system backups.
 - 3.8. For E911 systems, test the secondary/backup Public Safety Answering Point (PSAP) connection to be prepared in the event of a catastrophic failure of a system. Train appropriate personnel on the procedures to perform the function of switching to the backup PSAP.
 - 3.9. Verify with the SSC that restoration is complete or system is functional, if required by repair verification preference provided by customer.
- 3.10. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide these services.
- 3.11. Obtain and provide applicable third party consents or licenses at Customer cost to enable Motorola to provide the Services.

4.0 Severity Level Definitions

The following severity level definitions will be used to determine the maximum response times:

Severity Level	Severity Definition
Severity 1	<p>This is defined as a failure that causes the system and/or infrastructure a loss of voice functionality and no work-around or immediate solution is available.</p> <p>The following are examples of this kind of severity:</p> <ul style="list-style-type: none"> ● 33% of call processing resources impaired ● Site Environment alarms: <ul style="list-style-type: none"> ○ Smoke ○ Unauthorized access ○ Temperature ○ Power failure
Severity 2	<p>This is defined as a fault that causes the system to operate with a continuous reduction in capacity or functionality of core services (core services are voice, data or network management).</p> <p>The following are examples of this kind of severity:</p> <ul style="list-style-type: none"> ● Less than 33% of call processing resources impaired ● Failure of a single redundant component
Severity 3	<p>This is defined as a fault which reduces the functionality, efficiency or usability of core services (voice, data and network management) and there is a viable work-around in place.</p> <p>The following are examples of this kind of severity:</p> <ul style="list-style-type: none"> ● Intermittent faults that are infrequent and minor impact to core services ● Statistical reporting problems
Severity 4	<p>This is defined as a minor issue, which has little or no impact on the functionality, efficiency or usability of core services. The following are examples of this kind of severity:</p> <ul style="list-style-type: none"> ● Faults resulting in minor functions or features being unsupported or unreliable in ways that are not noticeable to the user. ● Faults that have no impact in how the user perceives the system to work. ● Cosmetic issues. ● Requests for information. ● Preventive Maintenance

5.0 Severity Level Response Time Goals

(Customer's Response Time Classification is designated in the Customer Support Plan.)

Severity Level	Standard Response Time
Severity 1*	Within 4 hours from receipt of notification continuously
Severity 2	Within 4 hours from receipt of notification Standard Business Day
Severity 3	Within 8 hours from receipt of notification Standard Business Day
Severity 4	Within 12 hours from receipt of notification Standard Business Day

* Premier Response is an option that can be purchased, it provides a 2-hour response time for severity 1 issues.

Appendix E: Annual Preventive Maintenance Statement of Work

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

Annual Preventative Maintenance will provide an annual operational test and alignment, on the customer's infrastructure equipment (Infrastructure or Fixed Network Equipment or "FNE") to monitor the Infrastructure's conformance to specifications, as set forth in the applicable attached Exhibit(s), all of which are hereby incorporated by this reference.

1.1 Scope

Annual Preventive Maintenance will be performed during standard business hours (unless otherwise agreed to in writing). If the system or Customer requirements dictate this service must occur outside of standard business hours, Motorola will provide an additional quotation. Customer is responsible for any charges associated with unusual access requirements or expenses.

1.2 Inclusions

Annual Preventive Maintenance service will be delivered on Motorola sold infrastructure including integrated third party products per the level of service as defined in Table 1: PM Tasks Performed.

1.3 Limitations and Exclusions

Unless specifically described in Table 1, the following activities are outside the scope of the Annual Preventive Maintenance service, but are optional services that are available to Annual Preventive Maintenance customers at an additional cost:

1.3.1. Emergency on-site visits required to resolve technical issues.

1.3.2. Third party support for equipment not sold by Motorola as part of the original system.

1.3.3. System installations, upgrades, and expansions.

1.3.4. Customer training.

1.3.5. Hardware repair and/or exchange.

1.3.6. Network security services.

1.3.7. Network transport.

1.3.8. Information Assurance.

1.3.9. Motorola services not included in this statement of work.

1.3.10. Any maintenance required as a result of a virus or unwanted intrusion is excluded if the system is not protected against these security threats by Motorola's Pre-tested Security Update Service when applicable.

1.3.11. Tower mapping analysis or tower structure analysis

1.4 Motorola has the following responsibilities:

- 1.4.1 Notify the customer of any planned system downtime needed to perform this Service.
- 1.4.2 Advise customer of any issue that requires immediate attention.
- 1.4.3 Maintain communication with the customer as needed until completion ("resolution" implies a problem is being fixed) of the Annual Preventive Maintenance.
- 1.4.4 Determine, in its sole discretion, when a case requires more than the Preventive Maintenance services described in this SOW and notify customer of an alternative course of action.
- 1.4.5 Provide customer with a report documenting system performance against expected parameters along with recommended actions. Time allotment TBD.
- 1.4.6 Provide trained and qualified personnel with proper security clearance required to complete Annual Preventive Maintenance service.

1.5 The Customer has the following responsibilities:

- 1.5.1 Provide preferred schedule for Annual Preventative Maintenance to Motorola.
- 1.5.2 Authorize and acknowledge any scheduled system downtime.
- 1.5.3 Maintain periodic backup of databases, software applications, and firmware.
- 1.5.4 Establish and maintain a suitable environment (heat, light, and power) for the equipment location and provide Motorola full, free, and safe access to the equipment so that Motorola may provide services. All sites shall be accessible by standard service vehicles.
- 1.5.5 Submit changes in any information supplied in the Customer Support Plan (CSP) to the Customer Support Manager (CSM).
- 1.5.6 Provide site escorts in a timely manner if required.
- 1.5.7 Provide Motorola with requirements necessary for access to secure facilities.
- 1.5.8 Obtain at Customer's cost all third party consents or licenses required to enable Motorola to provide the Service.

Table 1: PM Tasks Performed

MASTER SITE CHECKLIST	
SERVERS	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
NM Client Applications	Review UEM events and transport medium types, (microwave/leased line/telco, etc). Event log review for persistent types. Verify all NM client applications are operating correctly.
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.
Complete Backup	Verify backups have been done or scheduled. SZ database (BAR), Centracom CDM/ADM database, etc.
ROUTERS	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
SWITCHES	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on switch type. Capture available diagnostic logs.
Verify Redundant Switches	Test redundancy in CWR devices. Core router switchover (coordinate with customer).
DOMAIN CONTROLLERS	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.
FIREWALLS	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
LOGGING EQUIPMENT	

Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Server CPU Health	i.e. memory, HDD, CPU, disk space/utilization.
MISCELLANEOUS EQUIPMENT	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Server CPU Health	i.e. memory, HDD, CPU, disk space/utilization.

PRIME SITE CHECKLIST	
SOFTWARE	
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.
SWITCHES	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on switch type. Capture available diagnostic logs.
MISCELLANEOUS EQUIPMENT	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Site Frequency Standard Check	Check lights and indicators for A/B receivers.
COMPARATORS	
Equipment Alarms	Verify no warning/alarm indicators.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways

DISPATCH SITE CHECKLIST	
GENERAL	

Inspect all Cables	Inspect all cables/connections to external interfaces are secure
Mouse and Keyboard	Verify operation of mouse and keyboard
Configuration File	Verify each operator position has access to required configuration files
Console Op Time	Verify console op time is consistent across all ops
Screensaver	Verify screensaver set as customer prefers
Screen Performance	Verify screen operational/performance
Touchscreen	Verify touchscreen operation (if applicable)
Cabling/Lights/Fans	Visual inspection of all equipment - cabling/ lights/ fans
Filters/Fans/Dust	Clean any filters/ fans/ dust- all equipment
Monitor and Hard Drive	Confirm monitor and hard drive do not "sleep"
DVD/CD	Verify / clean DVD or CD drive
HEADSET UNPLUGGED TESTING	
Speakers	Test all speakers - audio quality, volume, static, drop-outs, excess hiss when turned up.
Channel Audio in Speaker	Verify selected channel audio in select speaker only.
Footswitch Pedals	Verify both footswitch pedals operational
Radio On-Air Light	Verify radio on air light comes on with TX (if applicable)
Radio TX and RX	Verify radio TX/RX from both headset jacks. Verify levels OK. Check volume controls for noise/static or drop-outs.
Speaker Mute	Verify select speaker muted.
Telephone Operation	Verify telephone operational through both headset jacks. Check volume controls for noise/static or drop-outs.
Audio Switches	Verify select audio switches to speaker when phone off-hook. (if interfaced to phones)
Radio Takeover in Headset	Verify radio-takeover in headset mic when phone off-hook (mic switches to radio during PTT and mutes to phone).
OTHER TESTS	
Phone Status Light	Verify phone status light comes on when phone off-hook (if applicable)
Desk Microphone Operation	Confirm desk mic operation (if applicable)
Radio IRR Operation	Verify radio IRR operational (if applicable)
Telephone IRR Operation	Verify telephone [if on radio computer] IRR operational (if applicable)
Recording	Verify operator position being recorded on long term logging recorder (if applicable)

COMPUTER PERFORMANCE TESTING	
Computer Reboot	Reboot op position computer
Computer Operational	Confirm client computer is fully operational (if applicable)
AUDIO TESTING	
Audio Levels and Quality	Confirm all conventional resources are functional with adequate audio levels and quality
Secure Mode	Confirm any secure talkgroups are operational in secure mode
EQUIPMENT ROOM TESTS	
Recording - AIS Test	Verify audio logging of trunked calls
Recording	Test op position logging on analog recorder (with customer assistance)
System Alarms	Review alarm system on all equipment for errors
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.

RF SITE CHECKLIST	
Equipment Alarms	Verify no warning/alarm indicators.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways
Site Frequency Standard Check	Check lights and indicators for A/B receivers.
Basic Voice Call Check	Voice test each voice path, radio to radio.
Control Channel Redundancy (trunking)	Roll control channel, test, and roll back.
Site Controller Redundancy (trunking)	Roll site controllers with no dropped audio.
GTR 8000 Results Sheet	Complete GTR tests - Frequency Error, Modulation Fidelity, Forward at Set Power, Reverse at Set Power Gen Level Desense no Tx.

MOSCAD CHECKLIST	
MOSCAD SERVER	
Equipment Alarms	Verify no warning/alarm indicators.
Check Alarm/Event History	Review MOSCAD alarm and events to find if there are chronic issues.
Windows Event Logs	Review Windows event logs. Save and clear if full.

Password Verification	Site devices to verify passwords. Document changes if any found.
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.
MOSCAD CLIENT	
Equipment Alarms	Verify no warning/alarm indicators.
Check Alarm / Event History	Review MOSCAD alarm and events to find if there are chronic issues.
Windows Event Logs	Review Windows event logs. Save and clear if full.
Password Verification	Site devices to verify passwords. Document changes if any found.
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.
MOSCAD RTU's	
Equipment Alarms	Verify no warning/alarm indicators.
Verify Connectivity	Verify Connectivity

FACILITIES CHECKLIST	
VISUAL INSPECTION EXTERIOR	
ASR Sign	Verify that the ASR sign is posted.
Warning Sign - Tower	Verify warning sign is posted on the tower.
Warning Sign - Gate	Verify that a warning sign is posted at the compound gate entrance.
10 Rule Sign	Verify that a 10 rules sign is posted on the inside of the shelter door.
Outdoor Lighting	Verify operation of outdoor lighting/photocell.
Exterior of Building	Check exterior of building for damage/disrepair.
Fences / Gates	Check fences/gates for damage/disrepair.
Landscape / Access Road	Check landscape/access road for accessibility.
VISUAL INSPECTION INTERIOR	
Electrical Surge Protectors	Check electrical surge protectors for alarms.
Emergency Lighting	Verify emergency lighting operation.
Indoor Lighting	Verify indoor lighting.
Equipment Inspection	Visually inspect that all hardware (equipment, cables, panels, batteries, racks, etc.) are in acceptable physical condition for normal operation.

Site Frequency Standard Check	Check lights and indicators for A/B receivers.
Regulatory Compliance (License, ERP, Frequency, Deviation)	Check station for regulatory compliance. Update station logs.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways
UPS	
Visual inspection (condition, cabling)	Verify corrosion, physical connections, dirt/dust, etc.
GENERATOR	
Visual Inspection	Verify, check panel housing, cracks, rust and weathering. Physical connections, corrosion, dirt/dust, etc.
Fuel	Verify fuel levels in back up generators, document date of last fuel delivered from fuel service provider.
Oil	Check the oil dipstick for proper level. Note condition of oil.
Verify operation (no switchover)	Check, verify running of generator, ease of start or difficult. Is generator "throttling" or running smooth? Any loud unusual noise? Etc.
HVAC	
Air Filter	Check air filter and recommend replacement if required.
Coils	Check coils for dirt
Outdoor Unit	Check that outdoor unit is unobstructed
Wiring	Wiring (insect/rodent damage)
Cooling / Heating	Check each HVAC unit for cooling/heating

MICROWAVE CHECKLIST

RADIO	
Alarms	Check alarm / event history
Software	Verify version of application
TX Frequency	Verify transmit frequency
TX Power	Verify transmit power
RX Frequency	Verify receive frequency
RX Signal Level	Verify receive signal level and compare with install baseline documentation
Save configuration	Save current configuration for off site storage

Backhaul Validation	Monitor UEM status (alarms, logs, etc.) for all links. If UEM not used to monitor microwave, then use provided microwave alarm mgmt server.
WAVEGUIDE	
Visual Inspection	Inspect for wear or dents (from ground using binoculars).
Connection Verification	Verify all connections are secured with proper hardware (from ground using binoculars).
DEHYDRATOR	
Visual Inspection	Inspect moisture window for proper color
Pressure Verification	Verify pressure of all lines
Re-Pressurization	Bleed lines temporarily to verify the dehydrator re-pressurizes
Run Hours	Record number of hours ran

TOWER CHECKLIST	
STRUCTURE CONDITION	
Rust	Check structure for rust.
Cross Members	Check for damaged or missing cross members.
Safety Climb	Check safety climb for damage.
Ladder	Verify that ladder system is secured to tower.
Welds	Check for cracks or damaged welds.
Outdoor lighting/photocell	Test outdoor lighting and photocell.
Drainage Holes	Check that drainage holes are clear of debris.
Paint	Check paint condition.
TOWER LIGHTING	
Lights/Markers	Verify all lights/markers are operational.
Day/Night Mode	Verify day and night mode operation.
Power Cabling	Verify that power cables are secured to tower.
ANTENNAS AND LINES	
Antennas	Visually inspect antennas for physical damage (from ground using binoculars).
Transmission Lines	Verify that all transmission lines are secure on the tower.
GROUNDING	
Structure Grounds	Inspect grounding for damage or corrosion
GUY WIRES	
Tower Guys	Check guy wires for fraying and tension.
Guy Wire Hardware	Check hardware for rust.

CONCRETE CONDITION

Tower Base

Check for chips or cracks.

Appendix F: Network Hardware Repair with Advanced Replacement Overview

Network Hardware Repair with Advanced Replacement is a repair exchange service for Motorola and select third party infrastructure supplied by Motorola. When available, Motorola will provide customer with an advanced replacement unit(s) or Field Replacement Units (FRU's) in exchange for customer's malfunctioning equipment. Malfunctioning equipment will be evaluated and repaired by the infrastructure repair depot and returned to depot's FRU inventory upon completion of repair. For customers who prefer to maintain their existing FRU inventory they have an option to request a "Loaner" FRU while their unit is being repaired. Refer to the [Advanced Exchange or Loaner Decision Process flowchart](#) for details on the loaner process.

The Motorola authorized repair depot manages and performs the repair of Motorola supplied equipment as well as coordinating the equipment repair logistics process.

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

1.0 Description of Services

Infrastructure components are repaired at a Motorola authorized 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.

1.1 Scope

Repair authorizations are obtained by contacting the Solutions Support Center which is available 24 hours a day, 7 days a week. Repair authorizations can also be obtained online via Motorola Online at under Repair Status/Submit Infrastructure RA.

Motorola Online: <https://businessonline.motorolasolutions.com>

1.2 Inclusions

Network Hardware Repair with Advanced Replacement is available on Motorola sold infrastructure including integrated 3rd party products. Motorola will make a commercially reasonable effort to repair Motorola manufactured infrastructure products for seven (7) years after product cancellation.

1.3 Exclusions

If infrastructure is no longer supported by either Motorola, the original equipment manufacturer or a third party vendor, as applicable Motorola may return said equipment to the customer without repair or replacement. The following items are excluded from Network Hardware Repair with Advanced Replacement:

- 1.3.1 All Motorola infrastructure hardware over seven (7) years from product cancellation date.
- 1.3.2. All third party infrastructure hardware over three (3) years from product cancellation date.
- 1.3.3 All broadband infrastructure three (3) years from product cancellation date

- 1.3.4 Physically damaged infrastructure.
- 1.3.5 Third party equipment not shipped by Motorola.
- 1.3.6 Consumable items including, but not limited to, batteries, connectors, cables, toner/ink cartridges, tower lighting, laptop computers, monitors, keyboards and mouse.
- 1.3.7 Video retrieval from digital in-car video equipment.
- 1.3.8 Infrastructure backhaul such as: antennas, antenna dehydrators, microwave¹, line boosters, amplifier, data talker wireless transmitter, short haul modems and UPS.¹
- 1.3.9 Test equipment.
- 1.3.10. Racks, furniture and cabinets.
- 1.3.11. Non-standard configurations, customer-modified infrastructure and certain third party infrastructure are excluded from advanced replacement service.
- 1.3.11. Firmware and/or software upgrades.

¹ 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.

1.4 Motorola has the following responsibilities:

- 1.4.1 Enable customer access to the Motorola call center which is operational 24 hours a day, 7 days per week, to create requests for advanced replacement service.
- 1.4.2. Use commercially reasonable efforts to maintain FRU inventory on supported platforms.
- 1.4.3. Provide new or reconditioned FRU's to the customer, upon request and subject to availability. The FRU will be of similar equipment and version, and will contain equivalent boards and chips, as the customer's malfunctioning FRU.
- 1.4.4. Load firmware/software for equipment that requires programming. The software version information must be provided for the replacement FRU to be programmed accordingly. If the customer software version/configuration is not provided, shipping times will be delayed.
- 1.4.5 Package and ship Advance Exchange FRU from the FRU inventory to customer specified address.
 - 1.4.5.1. During normal operating hours of Monday through Friday 7:00am to 7:00pm CST, excluding holidays, FRU will be shipped from Motorola as soon as possible depending on stock availability and configuration requested. Motorola will pay for the shipping to the customer, unless customer requests shipments outside of standard business hours and/or carrier programs, such as weekend or next flight out (NFO) shipment. In such cases, customer will be responsible for shipping and handling charges.
 - 1.4.5.2. 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 the Motorola repair depot or select third party and the customer will own the advanced replacement FRU.

1.4.5.3. When sending a loaner FRU to customer, Motorola will pay for outbound shipping charges. Inbound shipping to Motorola for repair is the responsibility of the customer. Motorola will repair and return the customer's FRU and will provide a return air bill for the customer to return IDO's loaner FRU. Refer to [Advanced Exchange or Loaner Decision Process flowchart](#) for the loaner process and [Shipping Charges](#) for shipping charge detail.

1.4.6. Provide repair return authorization number upon customer request for Infrastructure that is not classified as an advanced replacement or loaner FRU.

1.4.7. Provide a repair Return Authorization (RA) number so that the returned FRU can be repaired and returned to FRU stock.

1.4.8. Receive malfunctioning FRU from Customer, carry out repairs and testing and return it to the FRU stock

1.4.9. Receive malfunctioning infrastructure from customer and document its arrival, repair and return.

1.4.10. Perform the following service on Motorola infrastructure:

1.4.10.1. Perform an operational check on the infrastructure to determine the nature of the problem.

1.4.10.2. Replace malfunctioning Field Replacement Units (FRU) or components.

1.4.10.3. Verify that Motorola infrastructure is returned to Motorola manufactured specifications, as applicable

1.4.10.4. Perform a box unit test on all serviced infrastructure.

1.4.10.5. Perform a system test on select infrastructure.

1.4.11. Provide the following service on select third party infrastructure:

1.4.11.1. 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.

1.4.11.2. Ship malfunctioning infrastructure components to the original equipment manufacturer or third party vendor for repair service, when applicable.

1.4.11.3. Track infrastructure sent to the original equipment manufacturer or third party vendor for service.

1.4.11.4. Perform a post-test after repair by Motorola, to confirm malfunctioning infrastructure has been repaired and functions properly in a Motorola system configuration, when applicable.

1.4.12. For loaner equipment, Motorola will ship repaired infrastructure to the customer specified address during normal operating hours of Monday through Friday 7:00am to 7:00pm CST, excluding holidays. 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 responsible for payment of shipping and handling charges.

1.5 The Customer has the following responsibilities:

1.5.1 Contact or instruct Servicer to contact the Motorola Solutions Support Center (SSC) and request a return authorization number prior to shipping malfunctioning infrastructure or third party infrastructure named in the applicable attached exhibit.

1.5.2 Provide model description, model number and serial number, type of system and firmware version, software options, symptom of problem and address of site id for FRU or infrastructure.

1.5.3 Indicate if FRU or third party FRU being sent in for service was subjected to physical damage or lightning damage.

1.5.4 Follow Motorola instructions regarding inclusion or removal of firmware and software applications from infrastructure being sent in for service.

1.5.5 Provide customer purchase order number to secure payment for any costs described herein.

1.5.6. Pay for shipping of Advanced Replacement or Loaner FRU from Motorola repair depot if customer requested shipping outside of standard business hours or carrier programs set forth in section 1.5.5.1. See [Shipping Charges](#).

1.5.7. Properly package and ship the malfunctioning FRU using the pre-paid air-bill that arrived with the advanced replacement FRU. Customer is responsible for properly packaging the malfunctioning infrastructure FRU to ensure that the shipped infrastructure arrives undamaged and in repairable condition. Customer will be subject to a replacement fee for malfunctioning FRU's not properly returned.

1.5.8. Within five (5) business days of receipt of the advanced replacement FRU from Motorola's FRU inventory, properly package customer's malfunctioning FRU and ship the malfunctioning Infrastructure to Motorola's repair depot for evaluation and repair. Customer must send the return air bill back to the repair depot in order to facilitate proper tracking of the returned infrastructure. Customer will be subject to a full replacement fee for FRU's not returned within 5 business days.

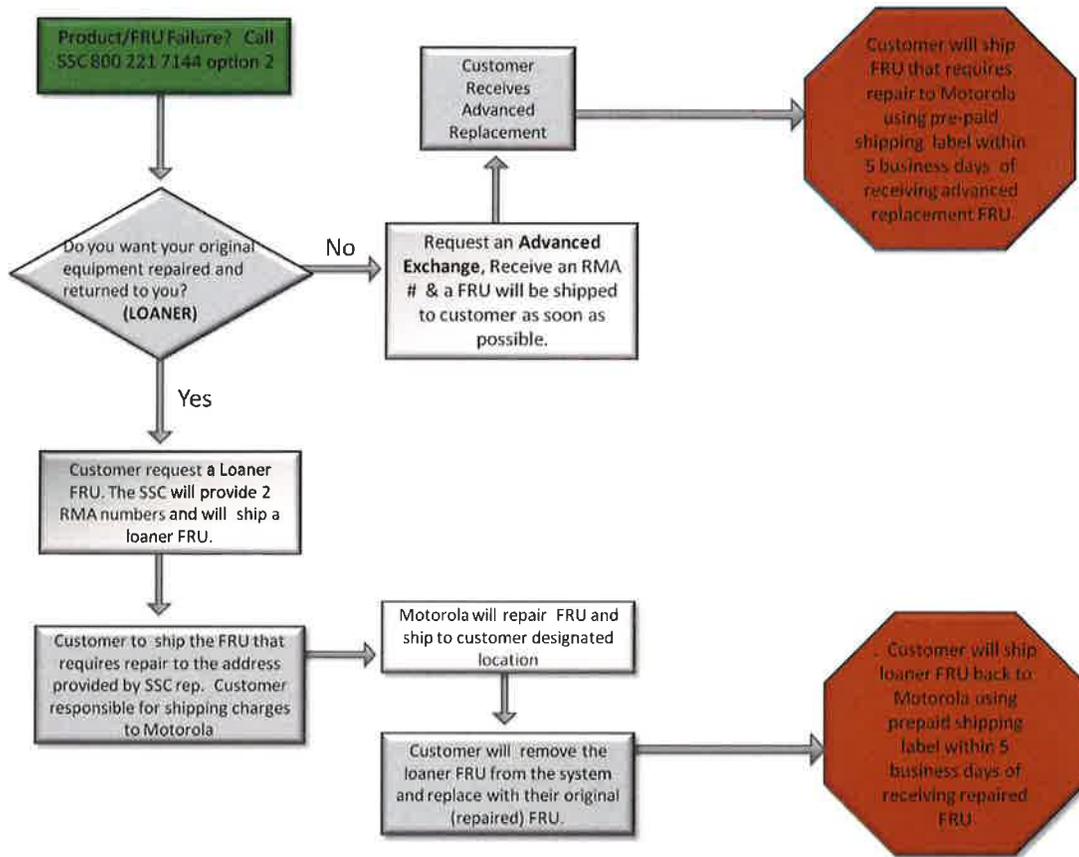
1.5.9. For Infrastructure and/or third party infrastructure repairs that are not exchanged in advance, properly package Infrastructure and ship the malfunctioning FRU, at Customer's expense and risk of loss to Motorola.

1.5.10. Clearly print the return authorization number on the outside of the packaging.

1.5.11. Maintain information of software/applications and firmware for re-loading of infrastructure.

1.5.12. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the infrastructure repair services to customer.

Advanced Exchange or Loaner Decision Process:



Shipping Charges:

Service	Advanced Replacement Contract Shipping Charges
Exchanges (Outbound to customer)	Motorola
Exchanges or Loaners Next Flight Out (Outbound to customer)	Customer
Exchanges or Loaners Non-Motorola carrier * (Outbound to customer)	Customer
Exchanges (Inbound to Motorola)	Motorola
Loaner (Outbound to customer)	Motorola
Loaner Repair (Inbound to Motorola)	Customer
Loaner Repair & Return (Outbound to customer)	Motorola
Loaner Installation (OnSite Servicer)	Customer

*Motorola shipping carriers – FedEx and DHL

Appendix G: Preventive Maintenance Level 2

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

Annual Preventative Maintenance will provide an annual operational test and alignment, on the customer's infrastructure equipment (Infrastructure or Fixed Network Equipment or "FNE") to monitor the Infrastructure's conformance to specifications, as set forth in the applicable attached Exhibit(s), all of which are hereby incorporated by this reference.

1.1 Scope

Annual Preventive Maintenance will be performed during standard business hours (unless otherwise agreed to in writing). If the system or Customer requirements dictate this service must occur outside of standard business hours, Motorola will provide an additional quotation. Customer is responsible for any charges associated with unusual access requirements or expenses.

1.2 Inclusions

Annual Preventive Maintenance service will be delivered on Motorola sold infrastructure including integrated third party products per the level of service as defined in Table 1: PM Tasks Performed.

1.3 Limitations and Exclusions

Unless specifically described in Table 1, the following activities are outside the scope of the Annual Preventive Maintenance service, but are optional services that are available to Annual Preventive Maintenance customers at an additional cost:

- 1.3.1. Emergency on-site visits required to resolve technical issues.
- 1.3.2. Third party support for equipment not sold by Motorola as part of the original system.
- 1.3.3. System installations, upgrades, and expansions.
- 1.3.4. Customer training.
- 1.3.5. Hardware repair and/or exchange.
- 1.3.6. Network security services.
- 1.3.7. Network transport.
- 1.3.8. Information Assurance.
- 1.3.9. Motorola services not included in this statement of work.
- 1.3.10. Any maintenance required as a result of a virus or unwanted intrusion is excluded if the system is not protected against these security threats by Motorola's Pre-tested Security Update Service when applicable.
- 1.3.11. Tower mapping analysis or tower structure analysis

1.6 Motorola has the following responsibilities:

-
- 1.6.1 Notify the customer of any planned system downtime needed to perform this Service.
 - 1.6.2 Advise customer of any issue that requires immediate attention.
 - 1.6.3 Maintain communication with the customer as needed until completion ("resolution" implies a problem is being fixed) of the Annual Preventive Maintenance.
 - 1.6.4 Determine, in its sole discretion, when a case requires more than the Preventive Maintenance services described in this SOW and notify customer of an alternative course of action.
 - 1.6.5 Provide customer with a report documenting system performance against expected parameters along with recommended actions. Time allotment TBD.
 - 1.6.6 Provide trained and qualified personnel with proper security clearance required to complete Annual Preventive Maintenance service.
- 1.7 The Customer has the following responsibilities:
- 1.7.1 Provide preferred schedule for Annual Preventative Maintenance to Motorola.
 - 1.7.2 Authorize and acknowledge any scheduled system downtime.
 - 1.7.3 Maintain periodic backup of databases, software applications, and firmware.
 - 1.7.4 Establish and maintain a suitable environment (heat, light, and power) for the equipment location and provide Motorola full, free, and safe access to the equipment so that Motorola may provide services. All sites shall be accessible by standard service vehicles.
 - 1.7.5 Submit changes in any information supplied in the Customer Support Plan (CSP) to the Customer Support Manager (CSM).
 - 1.7.6 Provide site escorts in a timely manner if required.
 - 1.7.7 Provide Motorola with requirements necessary for access to secure facilities.
 - 1.7.8 Obtain at Customer's cost all third party consents or licenses required to enable Motorola to provide the Service.

Table 1: PM Tasks Performed

MASTER SITE CHECKLIST			
SERVERS		Level 1	Level 2
Equipment Alarms	Check LED and/or other status indicators for fault conditions.	x	x
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.	x	x
NM Client Applications	Review UEM events and transport medium types, (microwave/leased line/telco, etc). Event log review for persistent types. Verify all NM client applications are operating correctly.	x	x
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.	x	x
Complete Backup	Verify backups have been done or scheduled. SZ database (BAR), Centracom CDM/ADM database, etc.	x	x
Server Check Disks	Perform checkdisk on server hard drives		x
Verify Redundant ZC's	Perform Zone Controller switchover. ZC1 to ZC2 and back again (coordinate with customer).		x
ROUTERS		Level 1	Level 2
Equipment Alarms	Check LED and/or other status indicators for fault conditions.	x	x
SWITCHES		Level 1	Level 2
Equipment Alarms	Check LED and/or other status indicators for fault conditions.	x	x
Capture Diags	Perform recommended diagnostic tests based on switch type. Capture available diagnostic logs.	x	x
Verify Redundant Switches	Test redundancy in CWR devices. Core router switchover (coordinate with customer).	x	x
DOMAIN CONTROLLERS		Level 1	Level 2
Equipment Alarms	Check LED and/or other status indicators for fault conditions.	x	x
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.	x	x
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.	x	x
FIREWALLS		Level 1	Level 2
Equipment Alarms	Check LED and/or other status indicators for fault conditions.	x	x

Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.	x	x
LOGGING EQUIPMENT		Level 1	Level 2
Equipment Alarms	Check LED and/or other status indicators for fault conditions.	x	x
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.	x	x
Server CPU Health	i.e. memory, HDD, CPU, disk space/utilization.	x	x
MISCELLANEOUS EQUIPMENT		Level 1	Level 2
Equipment Alarms	Check LED and/or other status indicators for fault conditions.	x	x
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.	x	x
Server CPU Health	i.e. memory, HDD, CPU, disk space/utilization.	x	x

PRIME SITE CHECKLIST			
SOFTWARE		Level 1	Level 2
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.	x	x
Verify System SW Installed	Verify software versions installed on system. Document any changes.		x
SWITCHES		Level 1	Level 2
Equipment Alarms	Check LED and/or other status indicators for fault conditions.	x	x
Capture Diags	Perform recommended diagnostic tests based on switch type. Capture available diagnostic logs.	x	x
Verify Redundant Switches	Test redundancy in CWR devices. Core router switchover (coordinate with customer).		x
MISCELLANEOUS EQUIPMENT		Level 1	Level 2
Equipment Alarms	Check LED and/or other status indicators for fault conditions.	x	x
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.	x	x
Site Frequency Standard Check	Check lights and indicators for A/B receivers.	x	x
Server CPU Health	i.e. memory, HDD, CPU, disk space/utilization.		x
Site Controller Redundancy (trunking)	Roll site controllers with no dropped audio.		x

COMPARATORS		Level 1	Level 2
Equipment Alarms	Verify no warning/alarm indicators.	X	X
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways	X	X

DISPATCH SITE CHECKLIST		Level 1	Level 2
GENERAL		Level 1	Level 2
		X	X
Inspect all Cables	Inspect all cables/connections to external interfaces are secure	X	X
Mouse and Keyboard	Verify operation of mouse and keyboard	X	X
Configuration File	Verify each operator position has access to required configuration files	X	X
Console Op Time	Verify console op time is consistant across all ops	X	X
Screensaver	Verify screensaver set as customer prefers	X	X
Screen Performance	Verify screen operational/performance	X	X
Touchscreen	Verify touchscreen operation (if applicable)	X	X
Cabling/Lights/Fans	Visual inspection of all equipment - cabling/ lights/ fans	X	X
Filters/Fans/Dust	Clean any filters/ fans/ dust- all equipment	X	X
Monitor and Hard Drive	Confirm monitor and hard drive do not "sleep"	X	X
DVD/CD	Verify / clean DVD or CD drive	X	X
Time Synchronization	Verify console time is synchronized with NTP server		X
Anti-Virus	Verify anti-virus is enabled and that definition files are up to date (within two weeks of current date)		X
HEADSET UNPLUGGED TESTING		Level 1	Level 2
Speakers	Test all speakers - audio quality, volume, static, drop-outs, excess hiss when turned up.	X	X
Channel Audio in Speaker	Verify selected channel audio in select speaker only.	X	X
Footswitch Pedals	Verify both footswitch pedals operational	X	X
Radio On-Air Light	Verify radio on air light comes on with TX (if applicable)	X	X
Radio TX and RX	Verify radio TX/RX from both headset jacks. Verify levels OK. Check volume controls for noise/static or drop-outs.	X	X
Speaker Mute	Verify select speaker muted.	X	X
Telephone Operation	Verify telephone operational through both headset jacks. Check volume controls for noise/static or drop-outs.	X	X
Audio Switches	Verify select audio switches to speaker when phone off-hook. (if interfaced to phones)	X	X

Radio Takeover in Headset	Verify radio-takeover in headset mic when phone off-hook (mic switches to radio during PTT and mutes to phone).	X	X
OTHER TESTS		Level 1	Level 2
Phone Status Light	Verify phone status light comes on when phone off-hook (if applicable)	X	X
Desk Microphone Operation	Confirm desk mic operation (if applicable)	X	X
Radio IRR Operation	Verify radio IRR operational (if applicable)	X	X
Telephone IRR Operation	Verify telephone [if on radio computer] IRR operational (if applicable)	X	X
Recording	Verify operator position being recorded on long term logging recorder (if applicable)	X	X
IRR Setup Parameters	Check IRR set-up parameters, and also audio card set-up and level adjustments		X
Paging Controls	Confirm all paging controls are functional (including third party encoders if under maintenance)		X
COMPUTER PERFORMANCE TESTING		Level 1	Level 2
Computer Reboot	Reboot op position computer	X	X
Computer Operational	Confirm client computer is fully operational (if applicable)	X	X
For XP and older Operating Systems: Hard Drive Fragmentation	Check status of hard drive fragmentation- perform if needed		X
Event Logs	Pull event logs and review for major errors		X
Hard Drive Backup	Create backup of drive for offsite storage.		X
Memory Usage	Check memory usage		X
Application Logs and Alerts	Review built in application logs and alerts		X
Hard Drive Usage	Check available space (10% minimum)		X
AUDIO TESTING		Level 1	Level 2
Audio Levels and Quality	Confirm all conventional resources are functional with adequate audio levels and quality	X	X
Secure Mode	Confirm any secure talkgroups are operational in secure mode	X	X
Trunked Resources	Confirm all trunked resources on screen are functioning by placing a call in both directions (at the customer discretion) and at a single op position		X
EQUIPMENT ROOM TESTS		Level 1	Level 2
Recording - AIS Test	Verify audio logging of trunked calls	X	X

Recording	Test op position logging on analog recorder (with customer assistance)	X	X
System Alarms	Review alarm system on all equipment for errors	X	X
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.	X	X
SDM AUX I/O Server	Confirm all AUX I/O's functional on one operator position		X
Backup Resources	Confirm all backup radios meet RF specs and combiner/antenna system fully functional		X
Verify System SW Installed	Verify software versions installed on system. Document any changes.		X
IP Network Redundancy	If redundant equipment used (e.g., routers, switches), then switch to redundant equipment and confirm operation.		X

RF SITE CHECKLIST		Level 1	Level 2
Equipment Alarms	Verify no warning/alarm indicators.	X	X
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways	X	X
Site Frequency Standard Check	Check lights and indicators for A/B receivers.	X	X
Basic Voice Call Check	Voice test each voice path, radio to radio.	X	X
Control Channel Redundancy (trunking)	Roll control channel, test, and roll back.	X	X
Site Controller Redundancy (trunking)	Roll site controllers with no dropped audio.	X	X
GTR 8000 Results Sheet	Complete GTR tests - Frequency Error, Modulation Fidelity, Forward at Set Power, Reverse at Set Power, Gen Level Desense no Tx.	X	X

MOSCAD CHECKLIST			
MOSCAD SERVER		Level 1	Level 2
Equipment Alarms	Verify no warning/alarm indicators.	X	X
Check Alarm/Event History	Review MOSCAD alarm and events to find if there are chronic issues.	X	X
Windows Event Logs	Review Windows event logs. Save and clear if full.	X	X
Password Verification	Site devices to verify passwords. Document changes if any found.	X	X

Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.	x	x
Verify System SW Installed	Verify software versions installed on server. Document any changes.		x
Server CPU Health	i.e. memory, HDD, CPU, Ddisk space/utilization.		x
Verify Patches	Verify security patches monthly/quarterly (Motorola and 3rd Party). Document any changes.		x
MOSCAD CLIENT		Level 1	Level 2
Equipment Alarms	Verify no warning/alarm indicators.	x	x
Check Alarm / Event History	Review MOSCAD alarm and events to find if there are chronic issues.	x	x
Windows Event Logs	Review Windows event logs. Save and clear if full.	x	x
Password Verification	Site devices to verify passwords. Document changes if any found.	x	x
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.	x	x
Verify Patches	Verify security patches monthly/quarterly (Motorola and 3rd Party). Document any changes.		x
Server CPU Health	i.e. memory, HDD, CPU, disk space/utilization.		x
MOSCAD RTU's		Level 1	Level 2
Equipment Alarms	Verify no warning/alarm indicators.	x	x
Verify Connectivity	Verify Connectivity	x	x
Password Verification	Site devices to verify passwords. Document changes if any found.		x
Check Alarm / Event History	Review MOSCAD alarms and events to find if there are chronic issues.		x
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.		x
Verify System SW Installed	Verify software versions installed on system. Document any changes.		x

FACILITIES CHECKLIST			
VISUAL INSPECTION EXTERIOR		Level 1	Level 2
ASR Sign	Verify that the ASR sign is posted.	x	x
Warning Sign - Tower	Verify warning sign is posted on the tower.	x	x
Warning Sign - Gate	Verify that a warning sign is posted at the compound gate entrance.	x	x

10 Rule Sign	Verify that a 10 rules sign is posted on the inside of the shelter door.	X	X
Outdoor Lighting	Verify operation of outdoor lighting/photocell.	X	X
Exterior of Building	Check exterior of building for damage/disrepair.	X	X
Fences / Gates	Check fences/gates for damage/disrepair.	X	X
Landscape / Access Road	Check landscape/access road for accessibility.	X	X
VISUAL INSPECTION INTERIOR		Level 1	Level 2
Electrical Surge Protectors	Check electrical surge protectors for alarms.	X	X
Emergency Lighting	Verify emergency lighting operation.	X	X
Indoor Lighting	Verify indoor lighting.	X	X
Equipment Inspection	Visually inspect that all hardware (equipment, cables, panels, batteries, racks, etc.) are in acceptable physical condition for normal operation.	X	X
Site Frequency Standard Check	Check lights and indicators for A/B receivers.	X	X
Regulatory Compliance (License, ERP, Frequency, Deviation)	Check station for regulatory compliance. Update station logs.	X	X
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways	X	X
UPS		Level 1	Level 2
Visual inspection (condition, cabling)	Verify corrosion, physical connections, dirt/dust, etc.	X	X
Verify rollover and rollback	Verify automatic switch to backup power when main power fails		X
Battery voltage checks	Verify, check and measure battery voltages.		X
GENERATOR		Level 1	Level 2
Visual Inspection	Verify, check panel housing, cracks, rust and whetherring. Physical connections, corrosion, dirt/dust, etc.	X	X
Fuel	Verify fuel levels in back up generators, document date of last fuel delivered from fuel service provider.	X	X
Oil	Check the oil dipstick for proper level. Note condition of oil.	X	X
Verify operation (no switchover)	Check, verify running of generator, ease of start or difficult. Is generator "throttling" or running smooth? Any loud unusual noise? Etc.	X	X
Verify rollover and rollback	***Depends on configuration of Transfer switch. Auto versus manual*** Rollover should be tested weekly under load.		X

HVAC		Level 1	Level 2
Air Filter	Check air filter and recommend replacement if required.	X	X
Coils	Check coils for dirt	X	X
Outdoor Unit	Check that outdoor unit is unobstructed	X	X
Wiring	Wiring (insect/rodent damage)	X	X
Cooling / Heating	Check each HVAC unit for cooling/heating	X	X

MICROWAVE CHECKLIST			
GENERAL		Level 1	Level 2
Transport Performance	Confirm transport performance by viewing UEM for site link warnings or errors.		X
RADIO		Level 1	Level 2
Alarms	Check alarm / event history	X	X
Software	Verify version of application	X	X
TX Frequency	Verify transmit frequency	X	X
TX Power	Verify transmit power	X	X
RX Frequency	Verify receive frequency	X	X
RX Signal Level	Verify receive signal level and compare with install baseline documentation	X	X
Save configuration	Save current configuration for off site storage	X	X
Backhaul Validation	Monitor UEM status (alarms, logs, etc.) for all links. If UEM not used to monitor microwave, then use provided microwave alarm mgmt server.	X	X
WAVEGUIDE		Level 1	Level 2
Visual Inspection	Inspect for wear or dents (from ground using binoculars).	X	X
Connection Verification	Verify all connections are secured with proper hardware (from ground using binoculars).	X	X
DEHYDRATOR		Level 1	Level 2
Visual Inspection	Inspect moisture window for proper color	X	X
Pressure Verification	Verify pressure of all lines	X	X
Re-Pressurization	Bleed lines temporarily to verify the dehydrator re-pressurizes	X	X
Run Hours	Record number of hours ran	X	X

TOWER CHECKLIST			
STRUCTURE CONDITION		Level 1	Level 2
Rust	Check structure for rust.	X	X
Cross Members	Check for damaged or missing cross members.	X	X

Safety Climb	Check safety climb for damage.	x	x
Ladder	Verify that ladder system is secured to tower.	x	x
Welds	Check for cracks or damaged welds.	x	x
Outdoor lighting/photocell	Test outdoor lighting and photocell.	x	x
Drainage Holes	Check that drainage holes are clear of debris.	x	x
Paint	Check paint condition.	x	x
TOWER LIGHTING		Level 1	Level 2
Lights/Markers	Verify all lights/markers are operational.	x	x
Day/Night Mode	Verify day and night mode operation.	x	x
Power Cabling	Verify that power cables are secured to tower.	x	x
ANTENNAS AND LINES		Level 1	Level 2
Antennas	Visually inspect antennas for physical damage (from ground using binoculars).	x	x
Transmission Lines	Verify that all transmission lines are secure on the tower.	x	x
GROUNDING		Level 1	Level 2
Structure Grounds	Inspect grounding for damage or corrosion	x	x
GUY WIRES		Level 1	Level 2
Tower Guys	Check guy wires for fraying and tension.	x	x
Guy Wire Hardware	Check hardware for rust.	x	x
CONCRETE CONDITION		Level 1	Level 2
Tower Base	Check for chips or cracks.	x	x



Statement of Work

Service From the Start - LITE End Users

1.0 Description

Service From the Start-LITE provides board level service for the Equipment that is specifically named in the applicable agreement to which this Statement of Work (SOW) is attached or any of the agreement's subsequent revisions. Services are performed at the Radio Support Center (RSC), or Federal Technical Support Center.

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

Service From the Start LITE excludes repairs to: optional accessories; standard mobile palm microphones; nonstandard mobile microphones; iDEN accessories; iDEN mobile microphones; portable remote speaker microphones; optional or additional control heads; mobile external speakers; single and multiple unit portable chargers; batteries; mobile power and antenna cables; mobile antennas; portable antennas, and power supplies. Engraving service is not covered under standard Service From the Start LITE. This service does not cover defects, malfunctions, performance failures or damage to the unit resulting from physical, liquid, or chemical damage. An estimate for non-covered repairs will be provided for units displaying extensive damage.

Service From the Start LITE is non-cancelable and non-refundable. If Equipment is added to the agreement subsequent to the Start Date, these units are also non-cancelable and non-refundable for the agreement duration. All Equipment must be in good working order on the Start Date or when additional Equipment is added to the agreement. Equipment may only be added to the agreement, via a customer signed or emailed Motorola Inventory Adjustment Form (IAF). Complete and accurate serial numbers and model descriptions must be supplied.

All inventory adjustment requests for add-on subscriber units received prior to the 15th of the month will be effective the 1st of the following month. Equipment add-on requests received after the 15th of the month will be effective the 1st of the next succeeding month.

Equipment deletions from the agreement may only be deleted under the following limited conditions:

- a) Equipment was stolen and proof of theft is provided to Motorola; or
- b) Motorola determines Equipment is damaged beyond repair; or
- c) Motorola determines Equipment is no longer supportable or is obsolete; or
- d) Equipment had already been under a previous contract for at least the twelve month requirement.

Equipment deletions, where applicable, will be effective at the end of the month in which the request was received.

The terms and conditions of this Statement of Work are an integral part of the Motorola service agreement or other applicable agreement to which it is attached and made a part thereof by this reference. If there are any inconsistencies between the provisions of the Motorola service agreement or other applicable agreement and this Statement of Work, the provisions of this Statement of Work shall prevail.

2.0 Motorola has the following responsibilities:

- 2.1. Test and Restore the Equipment to Motorola factory specifications, including Factory Mutual (FM), and Mine Hazard Safety Association (MHSA).
- 2.2. Reprogram Equipment to original operating parameters based on the Customer template, if retrievable, or from a Customer supplied backup diskette. If the Customer template or code plug is not usable, a generic template or code plug utilizing the latest Radio Service Software (RSS) or Customer Programming Software (CPS) version for that Equipment will be used. The Equipment will require additional programming by the Customer to Restore the original template. All Firmware is upgraded to the latest release for each individual product line.
- 2.3. Clean external housing of the Equipment. External components of unit will only be replaced when functionality has been diminished.
- 2.4. Pay the outbound freight charges. Motorola will pay the inbound freight charges if the Customer uses the Motorola designated delivery service.

- 2.5. Provide the Motorola repair request and Inventory Adjustment Form (IAF) via Motorola On Line (MOL).
- 2.6. Process inventory adjustment requests received by email or fax from Customer. If the request is received by email, Motorola will email an acknowledgement to the sender.
- 2.7. Perform covered services as requested by Customer on the Motorola repair request form.
- 2.8. If applicable, notify Customer of changes in Motorola designated inventory adjustment email address or fax number.

3.0 Customer has the following Responsibilities:

- 3.1 Supply Motorola complete and accurate serial numbers and model description.
- 3.2 Utilize the Motorola designated delivery service program to obtain Motorola payment for inbound shipping
- 3.3 Access the Motorola repair request form and Inventory Adjustment Form (IAF) through Motorola On Line (MOL).
- 3.4 Initiate service request via Motorola On Line (MOL) or complete a Motorola repair request form with contract number referenced, and submit with each unit of Equipment sent in for service. Mobile control heads or accessory items sent in must reference the serial number of the main unit.
- 3.5 If desired, supply Motorola with a Software template or programming in order to assist in returning the Equipment to original operating parameters. This step must be completed for Equipment that will not power up. If applicable, record the current flashcode for each radio.
- 3.6 If Motorola must utilize a generic template or code plug to Restore Equipment to operating condition, Customer is responsible for any programming required to Restore Equipment to desired parameters.
- 3.7 Provide a signed or emailed Motorola Inventory Adjustment Form (IAF) for all Equipment additions.
- 3.8 Local services or annual maintenance required for maintaining normal operation of the equipment, unless specified on the service agreement.

Service From the Start-LITE Updated on 04/15/13
Reviewed April 2013



Statement of Work

Local Radio Support w/ Pick Up & Delivery

1.0 Description of Service

Local Radio Support provides an operational check of Equipment. An operational check is an analysis of the Equipment to identify external or internal defects. If the Equipment has an external defect, or can be Restored without opening the radio case, the Equipment will be Restored and returned to Customer. If the Equipment has an internal defect, or is not serviceable without opening the radio case, then the Equipment will require additional service provided by the Servicer and not described in this Statement of Work.

Local Radio Support includes service on standard palm microphones and single mobile control heads, provided that they are required for normal operation of the two-way mobile and are included at the point of manufacture.

Local Radio Support 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.

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.

The following services are excluded from Local Radio Support 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 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.
- 2.2 Perform an operational check on Equipment to determine the nature of the problem.
- 2.3 Remove/reinstall mobile or data Equipment from/to vehicle as needed for servicing.
- 2.4 Service to be performed at the Servicer facility during Standard Business Days.
- 2.5 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 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Local Radio Support with Pick-up & Delivery service to Customer.

Local Radio Support with Pick Up & Delivery

Approved by Motorola Contracts & Compliance 04-03-2004



Statement of Work

Local Infrastructure Repair

1.0 Description of Services

Local Infrastructure Repair is a repair service provided by the Servicer for Infrastructure named on the Customer Equipment list. At the Servicer's discretion and responsibility, Infrastructure may be sent to Motorola, original equipment manufacturer, third party vendor, or other facility for repair.

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 Servicer has the following responsibilities:

2.1. Repair or replace Infrastructure at the Servicer facility or Customer location as determined by Servicer. Any replaced FRU will be of a similar kit and version, and will contain like boards and chips, as the Customer's malfunctioning FRU(s). Servicer is responsible for travel costs to a Customer location to repair Infrastructure.

2.2. Perform the following on Motorola Infrastructure:

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

2.2.2. Repair or replace malfunctioning FRU, as determined by Servicer.

2.2.3. Verify that Motorola Infrastructure is returned to Motorola manufactured specifications.

2.3. Provide the following service on select third party Infrastructure

2.3.1. Perform pre-diagnostic and repair service to confirm Infrastructure malfunction and eliminate sending Infrastructure with no trouble found (NTF) to third party vendor for repair, when applicable.

2.3.2. Ship malfunctioning Infrastructure to the original equipment manufacturer or third party vendor for repair service. Servicer is responsible for all shipping and handling charges.

2.3.3. Coordinate and track Infrastructure sent to the original equipment manufacturer or third party vendor for service.

2.4. Re-program Infrastructure to original operating parameters based on templates provided by Customer required by Section 3.2. If the Customer template is not provided or is not reasonably usable, a standard default template will be used. The Servicer will provide the standard template.

2.5. Notify the Customer upon completion of repair or replacement.

2.6. Properly package, return ship or hand deliver Infrastructure to the Customer specified address. Servicer will pay return shipping charges, if being sent via overnight carrier.

3.0 Customer has the following responsibilities:

3.1. Contact Servicer and provide the following information:

3.1.1. Provide customer name, address of site location, and symptom of problem.

3.1.2. Provide model description, model number, serial number, and type of System and Firmware version, if known.

3.2. Maintain and/or store backups of all applicable Software applications and Firmware for reloading, if necessary by Servicer, after repair service is completed.

3.3. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide Local Infrastructure Repair services to Customer.

Local Infrastructure Repair

Approved by Motorola Contracts & Compliance 01-15-2004