

APPENDIX E
TO DIR CONTRACT NUMBER DIR-TSO-4101
TECHNICAL & MAINTENANCE SERVICE TERMS AND CONDITIONS

This Appendix E to DIR Contract number DIR-TSO-4101 is between Motorola Solutions, Inc. ("Motorola"), and _____ ("DIR Customer"), together known as "the Parties". Both Parties hereby agree as follows:

Section 1 APPLICABILITY

DIR Contract number DIR-TSO-4101 and these Service Terms and Conditions apply to service contracts whereby Motorola will provide to DIR 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 DIR Contract number DIR-TSO-4101 and this Appendix E, Technical & Maintenance Service Terms and Conditions.

2.2. "Equipment" means the equipment that is specified in any attachment that is in accordance with DIR Contract number DIR-TSO-4101.

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

Section 3 ACCEPTANCE

DIR Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in Appendix C, Pricing Index of DIR Contract number DIR-TSO-4101. 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 DIR Customer's request, Motorola may also provide additional services at costs in accordance with Appendix C, Pricing Index of DIR Contract number DIR-TSO-4101.

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 DIR 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 in accordance with Appendix C, Pricing Index of DIR Contract number DIR-TSO-4101 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, DIR Customer will provide a complete serial and model number list of the Equipment. DIR Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. DIR 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. DIR 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 or remove that Equipment from the Agreement. Pricing shall be in accordance with Appendix C, Pricing Index of DIR Contract number DIR-TSO-4101 throughout the term of the contract.

4.7. DIR Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to DIR 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 DIR Customer's location, DIR 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. DIR 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, DIR Customer agrees to reimburse Motorola for those charges and expenses.

Section 7 DIR CUSTOMER CONTACT

DIR 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 DIR Customer's personnel to maintain contact, as needed, with Motorola.

Section 8 INVOICING AND PAYMENT

8.1. Invoicing will be handled in accordance with Appendix A, Section 8.1 of DIR Contract number DIR-TSO-4101.

8.2. Payment will be handled in accordance with Appendix A, Section 8.J of DIR Contract number DIR-TSO-4101.

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, DIR Customer's sole remedy under the warranty 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. Default shall be handled in accordance with Appendix A, Section 10.A of DIR Contract number DIR-TSO-4101.

10.2. Termination shall be handled in accordance with Appendix A, Section 11.B. of DIR Contract number DIR-TSO-4101.

Section 11 LIMITATION OF LIABILITY

Limitation of Liability will be handled in accordance with Appendix A, Section 10.K of DIR Contract number DIR-TSO-4101.

Section 12 EXCLUSIVE TERMS AND CONDITIONS

12.1. DIR Contract number DIR-TSO-4101 and 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 DIR and Motorola authorized representatives.

12.2. DIR Customer agrees to reference DIR Contract number DIR-TSO-4101 and 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 DIR 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. To the extent allowable by the Texas Public Information Act, and the DIR Customer's records retention obligations: 1) any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to DIR 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; 2) DIR 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. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this agreement. "Confidential Information" means all information consistent with the fulfillment of this agreement that is (i) disclosed under this agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. Recipient is not obligated to maintain as confidential, Confidential Information that Recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this agreement; (ii) is explicitly approved for release by written authorization of Discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the Recipient prior to such disclosure; or (v) is independently developed by Recipient without the use of any of Discloser's Confidential Information or any breach of this agreement.

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

DIR 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 DIR Customer in any governmental matters.

Section 15 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. DIR Customer will safeguard all such property while it is in DIR 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 DIR Customer for Motorola's use without charge and may be removed from DIR Customer's premises by Motorola at any time without restriction (but this does not afford Motorola any right to access DIR Customer's facilities except with the consent of DIR Customer).

Section 16 GENERAL TERMS

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

16.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State Texas. Nothing herein shall be construed to waive the sovereign immunity of the State of Texas.

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

16.4. Force Majeure shall be handled in accordance with Appendix A, Section 11.C of DIR Contract No. DIR-TSO-4101.

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

16.6. Assignment shall be handled in accordance with Appendix A, Section 4.D of DIR Contract number DIR-TSO-4101.

16.7. DIR Contract number DIR-TSO-4101 is for an initial one year term and three (3) one (1) year renewal options which may be exercised by Vendor's issuance of thirty (30) days advanced written notice and Customer's concurrence prior to the then-effective expiration date (each a "Renewal Term").

16.8. DIR Customer will not be liable for any costs, fees or penalties in the event that Motorola provides Services after the termination or expiration of this Agreement without an executed renewal Agreement.

16.9. In the event of a conflict in Terms between this Agreement and DIR Contract number DIR-TSO-4101, the Terms of DIR Contract number DIR-TSO-4101 shall take precedence

END OF APPENDIX E TO DIR CONTRACT NUMBER DIR-TSO-4101