

Radiophone Engineering Inc.

Statement of Work

Repair Service Advantage (RSA)

1.0 Description

Repair Service Advantage 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 Radiophone's service depot or at Motorola's Radio Support Center (RSC). In addition to Equipment specifically named in the applicable agreement to which this Statement of Work is attached, Repair Service Advantage 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.

Repair Service Advantage 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. PHYSICAL DAMAGE AND MOISTURE DAMAGE ARE ALSO EXCLUDED FROM RSA COVERAGE. Further, Engraving service is not covered under Repair Service Advantage.

Repair Service Advantage is non-cancelable and non-refundable for the first 12 months following the Start Date. The agreement will automatically be renewed on the annual anniversary date unless advised in writing by Customer of their intent to cancel the agreement. Customer can cancel their service agreement any time after the initial 12 months. Cancellation must be in writing with a requested cancellation date at least 30-days in the future. The requested cancellation date must be prior to the first day of a new month to avoid paying another full month's contract fee. If Equipment is added to the agreement subsequent to the Start Date, these units are also non-cancelable and non-refundable for the first 12 months they are on the contract agreement. If Customer cancels an RSA agreement that has been in place for at least 12 months, but has equipment on that RSA that's been on the agreement less than 12 months, Customer is responsible for paying the remaining annual monthly fees on said equipment.

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 Radiophone 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 on or before the 15th of the month will be effective on the 1st of the following month. Add-on requests received after the 15th of the month will be effective on the 1st of the subsequent 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 Radiophone; or
- b) Radiophone or Motorola determines Equipment is damaged beyond repair; or
- c) Radiophone or Motorola determines Equipment is no longer supportable or is obsolete; or
- d) Equipment had already been under Radiophone RSA 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 Radiophone 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 Radiophone service agreement or other applicable agreement and this Statement of Work, the provisions of this Statement of Work shall prevail.

2.0 Radiophone 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 freight charges to get the equipment back to the Customer.

2.5 Provide the Radiophone Repair Request Form (RRF) and Inventory Adjustment Form (IAF) via Radiophone's website, www.radiophonewireless.com, or through Radiophone's Service Team.

2.6 Process inventory adjustment requests received by email or fax from Customer. If the request is received by email, Radiophone will email an acknowledgement to the sender.

2.7 Perform covered services as requested by Customer on the Radiophone RRF.

2.8 If applicable, notify Customer of changes in Radiophone's designated inventory adjustment email address or fax number.

3.0 Customer has the following Responsibilities:

3.1 Supply Radiophone complete and accurate serial numbers and model description.

3.2 Pay the inbound freight charges to Radiophone.

3.3 Access the RRF and IAF through the Radiophone website at www.radiophonewireless.com.

3.4 Initiate service request via radiophonewireless.com or complete a Radiophone 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 Radiophone with a backup programming template 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 Radiophone 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. Standard Radiophone programming charges will apply.

3.7 Provide a signed or emailed Radiophone IAF for all Equipment additions.

I have read and agree to the conditions in this RSA Statement of Work,

Customer Signature

Date