

## IPMOBILENET WARRANTY STATEMENT

**LIMITED WARRANTY.** Seller warrants that all Products manufactured by Seller will be free from defective material or faulty workmanship for a period of two (2) years from date of shipment by Seller. Extended warranty periods greater than the initial warranty term can be purchased by Buyer at Seller's then published price. In the event of malfunction or other indication of failure attributable directly to defective material or faulty workmanship, Seller will, at its option, repair or replace the defective Product or component to whatever extent it shall deem necessary to restore the Product or component to proper operating condition. Buyer shall contact Seller's Customer Service Department and request a Return Material Authorization (RMA) number, and will return all defective Product to the Seller address provided with the RMA number, with all insurance and freight charges prepaid by Buyer. When returning all Product for warranty service, Buyer also agrees to provide Seller with information concerning the malfunction of the Product, Buyer's return mailing address, telephone number, end user name and location, proof of the original date of shipment from Seller to Buyer, and TX / RX frequencies of the Product. Seller may replace the defective Product with a new or remanufactured, functionally equivalent Product at the option of Seller.

During the warranty period, all labor and materials will be provided without charge to Buyer. Products repaired or replaced by Seller under warranty will continue to be warranted for the duration of the initial warranty period. Product returned and determined to be out of warranty will be repaired or replaced on a time and materials basis for parts and labor upon receipt of Buyer's Purchase Order. Products returned during the warranty period and found not to be defective following inspection by Seller may be subject to the then current evaluation charge.

Products not manufactured by Seller will be subject to manufacturer's warranty.

Seller will return the Products to Buyer after repair or replacement by the carrier and transportation method chosen by Seller and at Seller's expense. If Buyer elects an expedited transportation method, then Buyer assumes the cost of return shipment.

This limited warranty does not apply to losses or damages to Product that occur in shipment to or from the Seller, required preventative maintenance of Products such as tuning, level setting, or battery replacement, or are due to:

- a. Improper installation, operation, or maintenance
- b. Misuse, accident, negligence or any cause other than ordinary commercial or industrial application
- c. Adjustment, repair, or modification by anyone other than Seller authorized personnel
- d. Excessive or inadequate heating or air conditioning, connection to improper voltage supply, electrical power failures, lightning strikes, or other irregularities

**EXCLUSION OF WARRANTIES: EXCEPT FOR INFRINGEMENT (AS SET FORTH IN SECTION 13 BELOW), THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, STATUTORY, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE EXCLUSIVE REMEDY FOR DEFECTIVE PRODUCTS SHALL BE ONLY AS STATED HEREIN. NO OTHER REPRESENTATIVE OR PERSON IS AUTHORIZED TO REPRESENT OR ASSUME FOR SELLER ANY LIABILITY IN CONNECTION WITH THE SALE OR WARRANTY OF SELLER'S PRODUCTS OTHER THAN AS SET FORTH HEREIN.**

## LIMITED AND EXTENDED WARRANTY PROGRAMS

### RETURN TO FACTORY LIMITED WARRANTY PROGRAM

*IPMOBILENET* warrants that all Products manufactured by *IPMOBILENET* will be free from defective material or faulty workmanship for a period of two (2) years from date of installation by BUYER or BUYER's end user. In the event of malfunction or other indication of failure attributable directly to defective material or faulty workmanship, *IPMOBILENET* will, at its option, repair or replace the defective Product or component to whatever extent it shall deem necessary to restore the Product or component to proper operating condition. BUYER or BUYER's end user shall contact *IPMOBILENET*'s Customer Service Department and request a Return Material Authorization (RMA) number, and will return all defective Product to the *IPMOBILENET* address provided with the RMA number, with all insurance and freight charges prepaid by BUYER or BUYER's end user. During the warranty period, all labor and materials will be provided without charge to BUYER or BUYER's end user. *IPMOBILENET* will return the Products to BUYER or to BUYER's end user after repair or replacement by the carrier and transportation method chosen by *IPMOBILENET* and at *IPMOBILENET*'s expense.

### RETURN TO FACTORY EXTENDED WARRANTY PROGRAM

Extended warranty periods beyond the initial two-year warranty term can be purchased by BUYER or BUYER's end user by submitting a Purchase Order and Extended Warranty Agreement to *IPMOBILENET* at time of original Product purchase or prior to the expiration of the initial warranty term. Annual warranty prices apply to *IPMOBILENET* manufactured products only.

Description	Annual Warranty Price
<b>IP SERIES MOBILE RADIOS</b>	
IP Series Mobile Radio	\$80
IP Series Mobile Radio with integrated GPS option	\$95
<b>VOICE INTERFACE UNITS (VIU)</b>	
VIU for IP Series Mobile Radio	\$35
VIU for LAN connected PC	\$35
<b>IP SERIES BASE STATIONS AND AMPLIFIERS</b>	
IP Series Base Stations	\$335
IP Series Base Stations Power Amplifier / 80 watts output	\$115
IP Series Base Stations Power Amplifier / 100 watts output	\$115
IP Series Base Stations Power Amplifier / 150 watts output	\$135

<b>Description</b>	<b>Annual Warranty Price</b>
<b>IPNC</b>	
IPNC – Supports 1 Base Station	\$3,600
IPNC – Supports up to 4 Base Stations	\$5,400
IPNC – Supports up to 8 Base Stations	\$6,300
IPNC – Supports up to 16 Base Stations	\$7,200
IPNC – Supports up to 32 Base Stations	\$14,400
IPNC – Supports up to 64 Base Stations	\$28,800
<b>Redundant IPNC (includes both units)</b>	
IPNC – Supports 1 Base Station	\$6,300
IPNC – Supports up to 4 Base Stations	\$10,800
IPNC – Supports up to 8 Base Stations	\$12,600
IPNC – Supports up to 16 Base Stations	\$14,400
IPNC – Supports up to 32 Base Stations	\$28,800
IPNC – Supports up to 64 Base Stations	\$57,600
<b>MESSAGE SWITCH</b>	
Message Switch	\$4,500
State Interface	\$3,375
<b>MOBILE MESSAGING SOFTWARE</b>	
DataLink – Quantity 0 – 24 (price per copy)	\$174
DataLink – Quantity 25 – 49 (price per copy)	\$156
DataLink – Quantity 50 – 99 (price per copy)	\$139
DataLink – Quantity 100 – 249 (price per copy)	\$130
DataLink – Quantity 250 – 499 (price per copy)	\$122
DataLink – Quantity 500 + (price per copy)	\$113

*IPMOBILENET* may change extended warranty prices upon giving BUYER at least thirty (30) days written notice of its intent to do so. The old price, if lower, will be honored for up to ninety (90) days if BUYER provides written notice to *IPMOBILENET* of an outstanding customer quotation or an existing commitment on a bid response.

#### **ADDITIONAL TECHNICAL SUPPORT SERVICES**

During the initial warranty term and any extended warranty term, the following technical support services will be provided by *IPMOBILENET* at no additional charge and supplement the product repair and replacement provisions stated above:

**Software Support and Updates:** *IPMOBILENET* software engineers continue to update the features and functionality of the IP Network Controller and Message Switch software and firmware on a regular basis. Software updates are also periodically developed for *IPMOBILENET* mobile radios and base stations. New functionality, features and efficiencies may be achieved system-wide by these updates, while ensuring compatibility with the latest protocols and operating systems. Any *IPMOBILENET* manufactured system component returned to *IPMOBILENET* for warranty repair or replacement will be updated with the latest software version if *IPMOBILENET* determines, in its sole discretion, that such update is required to remedy

any failure or maintain optimum system performance. Software updates or releases to the IP Network Controller and Message Switch may also be performed remotely through dial-up connections.

**Telephonic Support:** Customer support representatives will be available by phone and through dial-up connections on a 24 X 7 basis for the system-critical IP Network Controller (IPNC) and Message Switch software components, with a four (4) hour response time after notification and determination of a critical software failure that prevents BUYER or BUYER's end user from performing normal operations. In order to qualify for this service, the end customer must provide dial-up or Internet/LAN connection to the IPNC or Message Switch server. Telephonic support for all other system components will be available on a 8 x 5 basis (Pacific Standard Time).



## TIME AND MATERIAL SERVICE RATES

The following published labor rates apply to any in-factory or on-site services performed by IPMOBILENET at the request of a Buyer for all IPMOBILENET manufactured Products whose initial warranty or extended warranty term has expired. IPMOBILENET requires receipt of an open Purchase Order before performing any out-of-warranty services.

Buyer shall contact IPMOBILENET's Customer Service Department and request a Return Material Authorization (RMA) number. Buyer will return all defective Product to the IPMOBILENET address provided with the RMA number, along with information concerning the malfunction of the Product, Buyer's return mailing address, telephone number, Buyer name and location, proof of the original date of shipment from IPMOBILENET to Buyer, and TX / RX frequencies of the Product.

Labor will be invoiced in half-hour increments at the published labor rates stated below. Overtime service will not be expended unless authorized in advance by the Buyer.

### FLAT RATE SERVICE REPAIRS

Equipment will be repaired at the following flat rates. If the equipment is not listed below, FACTORY OR FIELD TECHNICIAN SERVICE RATES will apply. Buyer will be notified in advance if equipment cannot be repaired.

1. **Mobile Equipment (Radios, DPC's, VIU's, all bands):**  
\$285.00
2. **Base Station (all):**  
\$740.00
3. **Power Amplifier (all):**  
\$375.00

### FACTORY OR FIELD TECHNICIAN SERVICE RATES

1. **Standard Service Rate:**  
\$255.00 per hour during normal working hours (8:00 A.M. to 5:00 P.M. - Monday through Friday – Pacific Standard Time).
2. **Overtime Service Rate:**  
\$319.00 per hour for all hours in excess of eight (8) hours in any given day during the normal business week (Monday - Friday). This rate also applies to all services performed on Saturdays and Sundays. Overtime labor is subject to a four (4) hour minimum charge.
3. **Holiday Service Rate:**  
\$383.00 per hour for all services performed during any national Holiday or published IP MOBILENET holiday. Holiday labor is subject to a four (4) hour minimum charge.

### FACTORY OR FIELD HARDWARE AND SOFTWARE ENGINEERING SERVICE RATES

1. **Standard Service Rate:**  
\$350.00 per hour during normal working hours (8:00 A.M. to 5:00 P.M. - Monday through Friday – Pacific Standard Time).
2. **Overtime Service Rate:**  
\$438.00 per hour for all hours in excess of eight (8) hours in any given day during the normal business week (Monday - Friday). This rate also applies to all services performed on Saturdays and Sundays. Overtime labor is subject to a four (4) hour minimum charge.
3. **Holiday Service Rate**

\$525.00 per hour for all services performed during any national Holiday or published IP MOBILENET holiday. Holiday labor is subject to a four (4) hour minimum charge.

## **SYSTEM ENGINEERING SERVICE RATES**

**1. Standard Service Rate:**

\$350.00 per hour during normal working hours (8:00 A.M. to 5:00 P.M. - Monday through Friday – Pacific Standard Time).

**2. Overtime Service Rate:**

\$438.00 per hour for all hours in excess of eight (8) hours in any given day during the normal business week (Monday - Friday). This rate also applies to all services performed on Saturdays and Sundays. Overtime labor is subject to a four (4) hour minimum charge.

**3. Holiday Service Rate**

\$525.00 per hour for all services performed during any national Holiday or published IP MOBILENET holiday. Holiday labor is subject to a four (4) hour minimum charge.

## **SHIPPING**

Buyer is responsible for all costs associated with shipping equipment to IPMOBILENET. IPMOBILENET will assume the cost of shipping equipment back to the Buyer. IPMOBILENET will ship the equipment back, when possible, by the same method the equipment was shipped to IPMOBILENET.

## **MATERIAL**

Material will be invoiced at IP MOBILENET's current published list price, less any negotiated discounts that may apply.

## **MINIMUM CHARGE**

All in-factory repairs are subject to a minimum charge of \$150.00. Labor rates are subject to change without notice.

## **TRAVEL AND EXPENSES FOR ON-SITE SERVICES**

Travel and expenses will be invoiced based on the following schedule:

1. Travel Time: Billed in accordance with above hourly labor rates for actual elapsed time from portal-to-portal.
2. Travel – Private Auto: Thirty-four and one-half cents (\$0.345) per mile, based upon actual portal-to-portal distance.
3. Travel – Commercial Carrier: Invoiced at actual cost.
4. Auto Rental: Invoiced at actual cost.
5. Per Diem: Three Hundred dollars (\$300.00) per day.
6. Freight: Shipment of repair parts and/or specialized equipment will be invoiced at actual freight cost.

## **MISCELLANEOUS**

Defective PC boards and assemblies must be returned to IP MOBILENET's factory for repair and cannot be repaired at customer's site.

Trip preparations necessary to provide on-site services will be invoiced at IP MOBILENET's above hourly labor rates.

