

STARCOM21 USER AGREEMENT

THIS STARCOM21 USER AGREEMENT including all Attachments hereto (the "User Agreement") is made as of _____ (the "Effective Date") by and between Motorola, Inc., a Delaware corporation ("Motorola"), and _____ ("User"). No modification, amendment or waiver of any provision of this User Agreement shall be effective unless approved in writing by each of the Parties hereto.

Introduction

In 2001, Motorola and the State of Illinois ("State") entered into Master Contract #TCVS1500, as amended January 15, 2005 and as amended subsequently, hereinafter referred to as the "Master Contract" pursuant to which the State agreed to lease from Motorola, and Motorola agreed to build, own and operate, a statewide, trunked-digital voice radio network for the State. As part of that contract, the parties agreed that the network, commonly referred to as the STARCOM21 Network ("STARCOM21") had to have the capability of being expanded consistent with the Public Safety Wireless Network for use by other federal, state and local agencies as well as qualified non-governmental entities. The Master Contract is an indefinite quantity, non-exclusive master contract established for the use of State agencies, universities, boards, authorities and commissions (collectively "State Users"), and is also established for the use of federal, county and local governmental agencies and qualified non-governmental entities.

The Parties agree that the User Agreement shall be the vehicle that will be utilized to identify the terms and conditions that non-State Users will agree to in order to be able to access STARCOM21. Motorola is obligated in the Master Contract to provide certain levels of performance, and this User Agreement coordinates the rights and responsibilities of the parties in compliance with the Master Contract's performance requirements. The obligations of Motorola to the State in the Master Contract take precedence over anything herein.

Pursuant to the Master Contract, Motorola is required, under the direction, guidance and oversight of the State, to supervise the day-to-day operations of STARCOM21 and maintain, and oversee, STARCOM21's performance, coverage, functionality, availability, and reliability requirements. As a result of additional governmental and non-governmental entities utilizing STARCOM21, the State established an Oversight Committee. That Oversight Committee will govern the manner in which STARCOM21 is used by governmental and non-governmental entities. The State and Motorola are required to develop a joint system administration plan for STARCOM21.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Motorola and User hereby covenant and agree that all the provisions above are hereby incorporated by reference, as if fully set forth herein, and hereby covenant and agree as follows:

1. DEFINITIONS:

ISP: Illinois State Police. The ISP provides common communication channels to county and local law enforcement agencies including VHF frequencies known as "ISPERN" and "IREACH" and its inter-jurisdictional radio communications known as "HF-4". STARCOM21 will incorporate and supplement these frequencies by interfacing the frequencies to ISP dispatch consoles.

ISPERN: Illinois State Police Emergency Radio Network is a dedicated VHF high-band radio channel established in 1965 to provide interagency communications capability to municipal, county, State, and Federal law-enforcement agencies to facilitate coordination of operations, wide-area dissemination of criminal or traffic offense information, and officer safety, and shall be integrated with STARCOM21.

IREACH: Illinois Radio Emergency Assistance Channel is a dedicated radio channel, 155.055 MHz, used for coordination of official public-safety activities by State or local agencies, including police, fire, EMS, IEMA, highway maintenance and natural resources, and shall be integrated with STARCOM21.

STARCOM21: Statewide, leased, trunked, digital voice mobile radio system being made available to the State by Motorola in compliance with the features, statewide coverage requirements, system performance, grade of service and reliability and other requirements set forth in the STARCOM21 Master Contract between Motorola and the State. As part of the Master Contract, Motorola is required to deploy, install and commission an infrastructure comprised of at least 169 tower sites or other “high” repeater sites, outfitted with fixed radio and transport equipment. The infrastructure will utilize the radio trunking control protocol conforming to the Association of Public Safety Communications Officials (“APCO”) Project 25 common air interface (“CAI”) standard. Subscriber services and user equipment must conform to APCO P25 standards for functionality, interoperability and construction.

2. ACCEPTANCE

This document, including the preceding clauses and any attachments, will become a contract when accepted in writing by an authorized employee of Motorola and an authorized signatory of the User. It is agreed that services will be provided only on the terms and conditions herein.

3. SERVICES AND USER FEES

3.1 User requests, and Motorola agrees to provide, the additional services at the fees detailed on Attachment A that are unique to User and that do not conflict or limit Motorola’s ability to meet its obligations to the State under the Master Contract. The fees do not include any taxes, assessments or duties, all of which will be paid by User, except as exempt by law. User and Motorola understand and agree that User shall load on STARCOM21 the radios specified in Attachment A pursuant to the schedule set forth in that attachment (User may load the specified radios onto STARCOM21 in advance of the schedule with prior written approval of Motorola).

3.2 User understands and agrees that any and all programming of User equipment or other related expenses associated with the service provided to User under this User Agreement shall be the responsibility of and paid for by User. Any incompatibility resulting from equipment provided by User shall be at User’s sole risk, responsibility and expense. Motorola agrees to take no action that would result in programming or reprogramming of User equipment prior to discussing such action with User.

3.3 User specifically acknowledges that Motorola is managing STARCOM21 on behalf of the State and is only authorized to provide access to STARCOM21 in accordance with its obligations under the Master Contract. To the extent that any User authorizes Motorola to use its resources in connection with STARCOM21 (e.g. frequencies, towers, sites, etc.) all STARCOM21 Users shall be entitled to use such resources in connection with their use of STARCOM21, subject to FCC restrictions or authorizations. The provisions of this paragraph 3.3 are subject to the following requirements:

- a. Any expansions of STARCOM21 to accommodate radio communication needs for authorized, non-State users cannot compromise or degrade STARCOM21's functionality and performance, service level (i.e. "Grade of Service"), availability, and radio coverage for existing STARCOM21 Users. Motorola will be required to provide STARCOM21 Users access to any additional working channels or sites deployed to expand STARCOM21 at no additional cost to the State.
- b. Participating STARCOM21 Users that have patching requirements will need to have such requirements reviewed and approved by the Motorola System Manager and, if applicable, the Oversight Committee. Approval of additional patching is contingent on the impact that the patches will have on the Grade of Service for existing STARCOM21 Users.

The use of vehicular repeaters on STARCOM21 is contingent on spectrum availability and will need to be reviewed by the Motorola System Manager and, if applicable, the Oversight Committee.

User further understands certain talk group prioritization of non-first responder public safety users may occur.

4. REGULATORY ISSUES

4.1 It shall be the responsibility and obligation of User to seek all approvals including federal, state, county, municipal or other governmental authority having jurisdiction over User in order to enter into this User Agreement.

4.2 User understands that numerous entities, including, without limitation, public safety users and special emergency users, will utilize STARCOM21.

4.3 User understands that pursuant to Federal Communications Commission (FCC) rules only certain entities are qualified to utilize STARCOM21. User represents and warrants that it will meet all FCC eligibility requirements to utilize STARCOM21 during the term of this User Agreement. User represents, warrants and covenants on the date hereof and throughout the term of this User Agreement that it is, and will remain, qualified to utilize STARCOM21 and that it meets, and will continue to meet, all such FCC eligibility requirements. If for any reason User finds that it is not in compliance with FCC regulations, it shall immediately notify Motorola in writing, (but under no circumstances exceeding 14 days) and outline a course of action to come into compliance within a reasonable period of time.

4.4 User understands and acknowledges that some or all of the licenses pursuant to which STARCOM21 operates are held by governmental and non-governmental entities, who are also Licensees. For purposes of this User Agreement, a Licensee is defined as a qualified governmental or non-governmental entity that owns its own frequencies and agrees to allow those frequencies to be utilized on STARCOM21 by STARCOM21 participants. User acknowledges that all shared transmitter use must be subject to Licensees' control. User understands there may be significant consequences to Motorola and other STARCOM21 Users should access to and use of such transmitters be unreasonably withheld by a Licensee.

4.5 User understands that Motorola and/or the Licensees can discontinue service, remove one or more licenses from STARCOM21, or take any other steps that they reasonably believe are in the best interests of STARCOM21 or that may be necessary to comply with any federal, state, or local law, order, or directive. Any such action shall not give rise to any claim on the part of User against Motorola or the

Licensees. Motorola shall provide written notice to User of any action under this paragraph no less than ninety (90) days prior to taking such action unless otherwise required by law.

5. TERM

5.1 Unless otherwise provided in Attachment A, this User Agreement will remain in full force and effect for a period of one (1) year from the Effective Date. After such one (1) year period, it shall automatically renew for additional one (1) year periods unless either party notifies the other party in writing of its intent not to renew at least ninety (90) days prior to the end of the then current term. Notwithstanding anything contained herein or in Attachment A to the contrary, in the event that the Master Contract expires, is cancelled, or is terminated, this User Agreement shall terminate on the same date.

5.2 In the event any frequency authorization held by User, Motorola, or any other Licensee under which STARCOM21 operates is revoked by the FCC, then Motorola may elect to terminate this User Agreement without any liability to Motorola or the Licensees, upon written notification from Motorola to User.

6. ASSIGNMENT SUBCONTRACT

User may not assign its rights or delegate its duties hereunder in whole or in part without the express written consent of Motorola. Motorola may assign its rights, delegate or subcontract its duties hereunder in whole or in part consistent with Motorola's obligations under the Master Contract, provided that written notice is given to User.

7. ADDITIONAL UNITS

If User is not in default, then at any time during the term of this User Agreement or any renewal period hereof, service will be provided for additional radios ordered by the User, up to the total number of additional radios specified in Attachment A, and according to the terms of Attachment A.

8. COVENANTS OF USER

User agrees (a) to observe and abide by all applicable statutes, laws, ordinances, rules and regulations, including but not limited to those of the FCC, and (b) to operate its radios and any related equipment so as not to cause undue interference with any other users using STARCOM21. Motorola reserves the right to temporarily suspend service to specific radio users subsequent to notification of the user due to harmful interference or disruptive radio use created by such individual user. Any such action shall not give rise to any claim on the part of User against Motorola or STARCOM21 Users. User recognizes that applicable FCC rules and other statutes, laws, ordinances, rules and regulations may change from time to time and that, accordingly, Motorola may propose modifications to this User Agreement to comply with any such changes in FCC requirements, and User shall not unreasonably withhold approval of such changes.

9. COVERAGE

9.1 STARCOM21 coverage prediction is based on the knowledge of the propagation of radio signals and the ways in which they are attenuated as they travel through the atmosphere, over terrain, through trees, around buildings, and around various obstacles. Predicted coverage is dependent on many factors including the following: (1) transmitter power; (2) receiver sensitivity; (3) antenna gains; (4) transmission line loss; (5) antenna height; (6) noise; (7) tree density; (8) buildings; (9) terrain variations; and (10) atmospheric conditions. Coverage is also dependent on user factors including: (1) antenna type and location; (2) radio programming; (3) battery condition of portables; (4) maintenance of the radio; and (5) firmware version.

9.2 User acknowledges that one hundred percent (100%) coverage of any area at all times is improbable. Testing and experience with actual field conditions indicate adverse propagation conditions, such as short-term unpredictable meteorological effects and sky wave interference from distant stations, can interrupt service at any time. Such events are beyond the reasonable control of Motorola and STARCOM21 Users. Other causes beyond the reasonable control of Motorola and STARCOM21 Users include but are not limited to motor ignition and other electrical noise that could be minimized by corrective devices at User's expense.

10. DEFAULT AND REMEDIES

10.1 If (a) User fails to make any payment of any sum due or fails to perform as required by any other provision hereunder, and continues in such failure for fifteen (15) days after written notice has been sent by Motorola to User or (b) User defaults under a System Management Agreement or similar agreement whereby User contracts with Motorola for management services for User's FCC license(s) in conjunction with STARCOM21 and such default continues beyond any applicable cure period, then the User shall be deemed in default under this User Agreement.

10.2 In the event of default by User hereunder, Motorola has the right, at its option, to immediately terminate this User Agreement, retain all payments made hereunder, deny User any service provided by STARCOM21, and impose a separate charge for disconnect and a separate charge for reconnect expenses, each in an amount reasonably determined by Motorola. If disconnect takes place, User may also be subjected to additional costs for reprogramming its equipment in an amount reasonably determined by Motorola and User agrees to immediately pay all such costs. Each and all of the rights and remedies of Motorola hereunder are cumulative to, and not in lieu of, each and every other such right and remedy and every other right and remedy afforded by law and equity. In the event that Motorola determines that it is necessary to exercise the rights above, then Motorola will provide User written notice of its intention to exercise such right and provide ninety (90) days notice prior to the exercise of such right.

11. DISCLAIMER OF WARRANTIES AND LIMITATIONS OF REMEDIES

WITH RESPECT TO ANY EQUIPMENT WHICH MAY BE USED CONSISTENT WITH THIS USER AGREEMENT TO ACCESS STARCOM21 OR ANY SERVICES PROVIDED HEREUNDER, MOTOROLA AND STARCOM21 USERS HEREBY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, DIRECT OR INDIRECT, EXPRESS OR IMPLIED, WRITTEN OR ORAL, IN CONNECTION WITH SUCH EQUIPMENT (WHETHER PURCHASED OR LEASED BY USER FROM MOTOROLA OR FROM A THIRD PARTY) AND SERVICES, INCLUDING BUT NOT LIMITED TO, ANY AND ALL EXPRESS AND IMPLIED WARRANTIES

OF SUITABILITY, DURABILITY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

12. INTERRUPTION OF SERVICE; FORCE MAJEURE

Notwithstanding any other provision of this User Agreement, neither Motorola nor STARCOM21 Users shall be liable to User or any other person for any loss or damage, regardless of cause, for interruption, delay, or loss of radio service except as described in Section 13 hereof. Motorola and/or STARCOM21 Users do not assume and shall have no liability under this User Agreement for failure to provide, interruption, or delay in providing service due directly or indirectly to causes beyond the control of Motorola and/or STARCOM21 Users or their agents, employees or contractors, including without limitation, matters listed in Sections 8 and 9 herein, results of the rebanding projects, acts of God, acts of a public enemy, acts or failures to act on the part of any third party, acts by civil or military authority, governmental priorities, strikes or other labor disturbances; earthquakes, fires, floods, epidemics, embargoes, war or riot. In the event of any failure or delay attributable to the fault of Motorola, STARCOM21 Users or their agents, employees or contractors, User's sole remedy shall be limited as is more fully described in Section 13 below.

13. LIMITATIONS OF LIABILITY

13.1 User acknowledges that the radio service provided hereunder uses radio channels to transmit voice and data communications and that the service may not be completely private. Neither Motorola, nor Licensees shall be liable to User for any claims, loss, damages or cost that may result from lack of privacy on STARCOM21.

13.2 Neither Motorola, nor STARCOM21 Users shall be liable for any damage, accident, injury or the like occasioned by the use of the radio service or the presence of equipment, including 700 or 800 MHz radio handsets and other devices, facsimile units, and ancillary equipment of User and/or Motorola.

13.3 Neither Motorola, nor STARCOM21 Users shall be liable for any defacement or damage to User's motor vehicle(s) or any personal or real property resulting from the presence of 700 or 800 MHz radio and ancillary equipment.

13.4 NO INDEMNIFICATION SHALL BE PROVIDED HEREUNDER BY MOTOROLA OR LICENSEES.

13.5 EXCEPT FOR PERSONAL INJURY OR DEATH, MOTOROLA'S TOTAL LIABILITY RELATED TO THE SERVICES PERFORMED HEREUNDER, 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 THE USER FEES AND SERVICES IDENTIFIED IN ATTACHMENT A WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED (UNLESS LIABILITY IS OTHERWISE DISCLAIMED HEREIN IN WHICH CASE, MOTOROLA SHALL HAVE NO LIABILITY).

13.6 USER ACKNOWLEDGES AND AGREES THAT IN NO EVENT WILL MOTOROLA, OR STARCOM21 USERS HAVE ANY LIABILITY TO USER UNDER THIS USER AGREEMENT FOR LOSSES OR DAMAGES OF ANY KIND RELATED TO ANY EQUIPMENT, INCLUDING WITHOUT LIMITATION, PERSONAL INJURY OR DEATH, PROPERTY DAMAGE,

LOSSES OR DAMAGES IN EITHER CONTRACT WARRANTY, INDEMNIFICATION, NEGLIGENCE, OR STRICT LIABILITY IN TORT, OR OTHERWISE.

13.7 USER ACKNOWLEDGES AND AGREES THAT IN NO EVENT WILL LICENSEES HAVE ANY LIABILITY TO USER UNDER THIS USER AGREEMENT FOR LOSSES OR DAMAGES OF ANY KIND RELATED TO SERVICES PERFORMED HEREUNDER, INCLUDING WITHOUT LIMITATION, PERSONAL INJURY OR DEATH, PROPERTY DAMAGE, LOSSES OR DAMAGES IN EITHER CONTRACT WARRANTY, INDEMNIFICATION, NEGLIGENCE, OR STRICT LIABILITY IN TORT, OR OTHERWISE.

13.8 NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT NEITHER MOTOROLA, NOR LICENSEES WILL BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOODWILL, REVENUES, SAVINGS, OR PROFITS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS USER AGREEMENT, THE EQUIPMENT, OR THE PERFORMANCE OF SERVICES PURSUANT TO THIS USER AGREEMENT.

13.9 No action for contract breach or otherwise relating to the transactions contemplated by this User 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.

13.10 User does not waive any of its protection under the Local Government and Governmental Tort Immunity Act.

14. NOTICES

Any notice or demand required or permitted to be given or made hereunder shall be given or made by certified or registered mail to the addresses shown immediately below the signature of the parties' signatory to this User Agreement.

15. WAIVER

Failure or delay on the part of any party to exercise any right, remedy, power or privilege hereunder shall not operate as a waiver thereof. A waiver, to be effective, must be in writing and signed by the party making the waiver. A written waiver of a default shall not operate as a waiver of any other default or of the same type default on a future occasion.

16. GENERAL

In the event of a conflict between the obligations of Motorola to User under this User Agreement and the obligations of Motorola to the State under the Master Contract, the obligations of Motorola to the State will take precedence over those to User hereunder. No modification or amendment of this User Agreement, including any attachments hereto, shall be valid unless made in writing and signed by the parties hereto. This User Agreement constitutes the entire agreement of the parties related to the subject matter hereof and shall supersede all prior offers, proposals, negotiations and agreements, except where incorporated into or referenced by this User Agreement. If any provision of this User Agreement or the

application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this User Agreement shall not be affected thereby. This User Agreement is exclusively for the benefit of the parties hereto and STARCOM21 Users and shall, under no circumstances, be deemed to benefit any other party whatsoever except STARCOM21 Users. This User Agreement shall be construed in accordance with and governed by the laws of the State of Illinois. All of the Sections in this User Agreement shall survive the expiration or termination of this User Agreement for any reason, with the exception of the following: Sections 1, 2, 5, 6 and 7.

IN WITNESS WHEREOF, User and Motorola, by and through their authorized representatives, have made and executed this User Agreement.

MOTOROLA, INC., a Delaware corporation

By: _____
Title: _____
Date: _____

Address
Motorola, Inc.
Attn: Commercial Counsel
Law Department – Government & Public Safety
1301 East Algonquin Road, SH5D
Schaumburg, IL 60196

Copy to:
Motorola, Inc.
Attn: STARCOM21 System Manager
1301 E. Algonquin Road
Room 3070
Schaumburg, IL 60196

Customer /User

By: _____
Title: _____
Date: _____

Address

**ATTACHMENT A
TO
STARCOM21 USER AGREEMENT**

THIS ATTACHMENT A TO THE USER AGREEMENT sets forth the STARCOM21 management services to be provided by Motorola and the fees for those services.

STARCOM21 Management Services

Motorola shall perform the following STARCOM21 management services:

- Shared Access, Maintenance, and System Upgrades of the Master Site – Master Switching Office (Zone Controller).
- 24x7 Maintenance of the RF Site Infrastructure.
 - On-site Response
 - Depot Repair
 - Remote Monitoring
 - HVAC Maintenance (of STARCOM21 sites)
 - Generator, Battery, UPS Maintenance (of STARCOM21 sites)
 - Generator Fuel
 - Antenna System Maintenance
- Telco Leased Line – Site Connectivity
 - Motorola will provide connectivity to the STARCOM21 sites.
- Software Maintenance
 - Motorola will provide a Software Subscription Agreement (SSA) as part of the Annual Fee (as defined below). The SSA includes software and hardware upgrades only to Motorola owned STARCOM21 infrastructure.
 - Motorola agrees not to make any software or hardware changes to the Master Switch Office which would require upgrades to the User infrastructure without advance notification to User.

Any services not specifically set forth above shall not be provided by Motorola, including, but not limited to the following:

- Radio hardware maintenance
- Any software or hardware upgrades that may be required to the User owned infrastructure or radio units.

The radios will be loaded on STARCOM21 in accordance with the following schedule:

Fees

The monthly fee for STARCOM21 management services shall be calculated as follows: the number of radios loaded on the system multiplied by \$_XX.00_ (“Monthly Fee”). The parties have agreed that initially there will be __X__ radios loaded on the system. The annual fee (“Annual Fee”) shall be the monthly fee multiplied by twelve (12). There shall be no airtime charges (i.e., roaming) assessed. User will be invoiced on a monthly basis in advance of the period of service. Payment will be due net twenty (20) days after date of invoice.

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