

WARRANTY:

LEX L10 & LEX F10

MISSION CRITICAL HANDHELD DEVICES

I. WHAT THIS WARRANTY COVERS AND FOR HOW LONG:

MOTOROLA SOLUTIONS INC. ("MOTOROLA SOLUTIONS") warrants its MOTOROLA SOLUTIONS manufactured Communication Products ("Product") and accessories included in the box against defects in material and workmanship under normal use and service for a period of time from the date of purchase as scheduled below:

LEX L10 PORTABLE INCLUDING ACCESSORIES	
HK2056A	One (1) Year (From date of purchase)
HK2064A	One (1) Year (From date of purchase)
LEX F10 PORTABLE (STAND-ALONE)	
HK2083A	Three (3) Years (From date of purchase)
Accessories	One (1) Year (From date of purchase)

Rechargeable Batteries will be replaced during the applicable warranty period if:

- A)** The battery capacity falls below 80% of rated capacity, or
- B)** The battery develops leakage.

Repairs made under this Limited Warranty are covered for the balance of the original Warranty Period, or 90 days from the date of service, whichever is longer.

This limited Warranty is only available in the country where the Product was purchased. MOTOROLA SOLUTIONS may provide service outside the country of purchase, to the extent that it is possible and under the terms and conditions of the country of purchase.

MOTOROLA SOLUTIONS, at its option, will at no charge either repair or replace this Product during the warranty period provided it is returned in accordance with the terms of this warranty to the place of purchase. Repair, at MOTOROLA SOLUTIONS's option, may include the replacement of parts or boards with functionally equivalent reconditioned or new parts or boards. Replaced parts or boards are warranted for the balance of the original applicable warranty period. All replaced parts or Product shall become the property of MOTOROLA SOLUTIONS.

This express limited warranty is extended by MOTOROLA SOLUTIONS to the original end user purchaser or lessee only and is not assignable or transferable to any other party. This is the complete warranty for Product manufactured by MOTOROLA SOLUTIONS. MOTOROLA SOLUTIONS assumes no obligations or liability for additions or modifications to this warranty unless made in writing and signed by an officer of MOTOROLA SOLUTIONS. Unless made in a separate agreement between MOTOROLA SOLUTIONS and the original end user purchaser, MOTOROLA SOLUTIONS does not warrant the installation, maintenance or service of the product.

MOTOROLA SOLUTIONS cannot be responsible in any way for any ancillary equipment not furnished by MOTOROLA SOLUTIONS which is attached to or used in connection with Product, or for operation of the Product with any ancillary equipment and all such equipment is expressly excluded from this warranty. Because each system which may use the Product is unique, MOTOROLA SOLUTIONS disclaims liability for range, coverage or operation of the system as a whole under this warranty.

II. WHAT THIS WARRANTY DOES NOT COVER:

- A)** Defects or damage resulting from use of the Product in other than its normal and customary manner.
- B)** Defects or damage from misuse, accident, water, or neglect.
- C)** Defects or damage from improper testing, operation, maintenance, installation, alteration, modification, or adjustment.
- D)** Breakage or damage unless caused directly by defects in material workmanship.
- E)** A product subjected to unauthorized Product modifications, disassemblies, or repairs (including, without limitation, the addition to the Product of non-MOTOROLA SOLUTIONS supplied equipment) which adversely affect performance of the Product or interferes with MOTOROLA SOLUTIONS's normal warranty inspection and testing of the Product to verify and warranty claim.
- F)** Product which has had the serial number removed or made illegible.
- G)** Rechargeable batteries if:
 - 1.)** Any of the seals on the battery enclosure of cells are broken or show evidence of tampering.
 - 2.)** The damage or defect is caused by charging or using the battery in equipment or service other than the Product for which it is specified.
- H)** Freight costs to the repair depot.
- I)** Unapproved upgrades or modifications.
 - 1.)** A Product which, is due to illegal or unauthorized alteration of the software/firmware in the Product, does not function in accordance with MOTOROLA SOLUTIONS's published specifications or the FCC type acceptance labeling in effect for the Product at the time the Product was initially distributed from MOTOROLA SOLUTIONS.

III. HOW TO GET WARRANTY SERVICE:

To receive warranty service, deliver or send the Product, transportation and insurance prepaid, to the customer return center provided by the customer care center. (an RMA number and address will be provided by MOTOROLA SOLUTIONS call center) Customer call center toll free number: 1-800- 221-7144 (phone option 6, then 3, then 2).

IV. GENERAL PROVISIONS:

This warranty sets forth the full extent of MOTOROLA SOLUTIONS's responsibilities regarding the PRODUCT. Repair, replacement or refund of the Purchase price, at MOTOROLA SOLUTIONS'S option, is the exclusive remedy. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER EXTENDED WARRANTIES. IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY.

IN NO EVENT SHALL MOTOROLA SOLUTIONS BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCT, FOR ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOST PROFITS OR SAVINGS OR OTHER INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE SUCH PRODUCT, TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW.



V. PATENT AND SOFTWARE PROVISIONS:

Laws in the United States and other countries preserve for MOTOROLA SOLUTIONS certain exclusive rights for copyrighted MOTOROLA SOLUTIONS software such as the exclusive rights to reproduce in copies and distribute copies of such MOTOROLA SOLUTIONS software. MOTOROLA SOLUTIONS software may be used only in the Original MOTOROLA SOLUTIONS Product and may not be copied, distributed, or modified in anyway which the software was originally embodied and such software in such Product may not be replaced, or used to produce any derivative thereof. No other use including, without limitation, alteration, modification, reproduction, distribution or reverse engineering of such MOTOROLA SOLUTIONS software or exercise of rights in such MOTOROLA SOLUTIONS software is permitted. No license is granted by implication, estoppels or otherwise under MOTOROLA SOLUTIONS patent rights or copyrights.

This End User License Agreement, EULA, governs use of the product software. If you use the software, you accept this license. If you do not accept the license, do not use the product. **1. Definitions** The terms "reproduce," "reproduction," "derivative works," and "distribution" have the same meaning here as under U.S. copyright law. A "contribution" is the original software or any additions or changes to the software. A "contributor" is any person that distributes its contribution under this license. "Licensed patents" are a contributor's patent claims that read directly on its contribution.

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(B) Patent Grant- Subject to the terms of this license, including the license conditions and limitations in section 3, each contributor grants you a non-exclusive, worldwide, royalty-free license under its licensed patents to use the software in the product. **3. Conditions and Limitations (A) No Trademark License-** This license does not grant you rights to use any contributors' name, logo, or trademarks. **(B)** If you bring a patent claim against any contributor over patents that you claim are infringed by the software, your patent license from such contributor to the software ends automatically. **(C)** The software is licensed "as-is" with a 90 day limited warranty. You bear the risk of using it. The contributors give no express warranties, guarantees or conditions. You may have additional consumer rights under your local laws which this license cannot change. To the extent permitted under your local laws, the contributors exclude the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

MOTOROLA SOLUTIONS will defend at its own expense any suit brought against the end user purchaser to the extent that it is based on a claim that the Product or parts infringes a United States patent, and MOTOROLA SOLUTIONS will pay those costs and damages finally awarded against the end use purchaser in any such suit which are attributable to any such claim, but such defense and payments are conditioned on the following:

- i)** That MOTOROLA SOLUTIONS will be notified promptly in writing by such purchaser of any notice of such claim.
- ii)** That MOTOROLA SOLUTIONS will have sole control of the defense of such suit and all negotiations for its settlement or compromise and;
- iii)** Should the Product or parts become, or in MOTOROLA SOLUTIONS's opinion be likely to become, the subject of a claim of infringement of a United States patent, that such purchaser will permit MOTOROLA SOLUTIONS, at its option and expense, either to procure for such purchaser the right to continue using the Product or parts or to replace or modify the same so that it becomes non infringing or to grant such purchaser credit for the Product or parts as depreciated and accept its return. The depreciation will be an equal amount per year over the lifetime of the Product or parts as established by MOTOROLA SOLUTIONS.

MOTOROLA SOLUTIONS will have no liability with respect to any claim of patent infringement which is based upon the combination of the Product or parts furnished hereunder with software, apparatus or devices not furnished by MOTOROLA SOLUTIONS. Nor will MOTOROLA SOLUTIONS have any liability for the use of ancillary equipment or software not furnished by MOTOROLA SOLUTIONS which is attached to or used in connection with the Product. The foregoing states the entire liability of MOTOROLA SOLUTIONS with respect to infringement of patents by the Product or any parts thereof.

VI. STATE LAW RIGHTS:

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LIMITATION ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY.

This warranty gives specific legal rights, and there may be other rights which may vary from state to state.