



# AETHER SYSTEMS, INC.

## Mobile Government Division

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### Support/Maintenance Agreement

Recognizing that proper system operation is of paramount importance, Aether Systems, Inc. ("Aether" or "Company") is committed to providing the highest level of service possible to its Customers. These Support/Maintenance Terms and Conditions have been designed to ensure maximum system up-time after the warranty period, encourage dialogue between the Company and its Customers, provide rapid response to system operation problems, and eliminate the unexpected cost of post-warranty repair visits.

1. The Support/Maintenance Agreement based on these Terms and Conditions ("Agreement"), established between Aether Systems, Inc. and the Customer provides for coverage of all base station components and coverage of all mobile unit components as detailed in Attachment A.
2. The term of this Agreement is one year, beginning at the end of the normal ninety (90) -day warranty period offered by the company. If the Customer does not elect the Agreement at the time of system purchase, or within the ninety (90) -day warranty period, the Company shall have the right to inspect the system equipment to ensure it is in good operating order before offering the annual maintenance agreement. Such inspection and costs associated with updating the software shall be at Aether's then current time and materials rate(s). If the Customer discontinues the Support/Maintenance Agreement for any reason, and subsequently desires to purchase or reactivate the Support/Maintenance Agreement in the future, such repurchase or reactivation will be at the prevailing charges at the time of repurchase or reactivation. However, in the event that the Software has been modified by Aether in the interim period or that the Software is no longer an Aether supportable product, Aether will have to install new software at its most recent revision for which the Customer will incur an installation charge and a software license charge.
3. This Agreement generally covers those hardware and software components, which the Customer has purchased from the Company as part of a PacketCluster<sup>®</sup> Patrol<sup>™</sup> Wireless Mobile Information System excluding laptops, power inverters, charge guards, cables, antennas and mounts. Items not supplied by the Company will not be covered.
4. Customers subscribing to this Agreement will receive at no charge any improvements or enhancements in software which are issued during the contract period and which are added to the Company's standard product offering. Aether will ship these updates/revisions/improvements/enhancements to the Customer at no charge to Customer. The Customer will install at its expense or subcontract with a local software installer at the Customer's expense the updates.
5. The annual fee for a full-coverage agreement is 18% of the current list price of all software and any applicable hardware components purchased from the company, payable at the beginning of each annual period. A full-coverage agreement provides for support seven days a week, 24 hours a day (7x24). For routine matters and technical support issues which do not involve system failure, company personnel are available for consultation during normal business hours, 8:00 a.m. to 8:00 p.m., East Coast Time, Monday through Friday. For emergency matters which have resulted in system failure, the Company will provide the Customer with an emergency repair telephone number, which will allow the Customer to reach support personnel at any time.
6. In the event the Customer purchases additional components from the company which are added to the Customer's system after the contract start date, the Agreement fee will be adjusted to reflect the additional items, on a pro rata basis for the remainder of the contract period. In the case of the initial agreement or amendments thereto, full payment must be received within thirty (30) days of the contract start date.
7. If, during the contract period, the Customer identifies a problem which is believed to be caused by failure of a component purchased from the Company, Customer shall contact the Company to discuss and further qualify the source and extent of the problem. If this call is made outside of the Company's business hours, a Company representative will return the call within four (4) hours. If the Company's representative is unable to resolve the problem by telephone and determines that the problem was caused by failure of a covered component, the Company will supply a replacement component to the Customer within forty-eight (48) hours of such determination, and will provide telephone assistance to the Customer in order to ensure proper installation of the component. The Company shall not be responsible for delays or the inability to provide service if caused directly or indirectly by strikes, accidents, embargoes, acts of God, or other events beyond its control.
8. This agreement covers all parts and labor required to repair or replace covered system components, except in the case of repairs necessitated by accident, misuse, abuse, neglect, theft, vandalism, electrical power failures, electrical power surges, fire, water, or damage other than that resulting from normal wear and tear. All other parts or components furnished will be billed to the Customer at the Company's prevailing rates. Similarly, work performed which is beyond the scope of this Agreement will be done only after submission of a written cost estimate to the Customer.
9. The Company may, at its sole option, schedule service visits for the purpose of system inspection or preventative maintenance. Such visits may be made in conjunction with emergency service calls.
10. This Agreement does not include any applicable taxes levied or imposed now or hereafter by any governmental authority. Any such taxes shall be paid by the Customer. This agreement supersedes any prior written or oral understanding between the parties regarding maintenance of the system components, and may not be modified except by written agreement signed by an officer of the Company. No other warranties, express or implied, including warranty of merchantability shall apply to service labor, components or parts.
11. This Agreement shall be renewed automatically at the end of each contract period unless thirty (30) days prior written notice of cancellation is given by either party. As a convenience to the customer, an invoice will automatically be generated.