

LIMITED WARRANTY MOTOROLA COMMUNICATION PRODUCTS

I. WHAT THIS WARRANTY COVERS AND FOR HOW LONG:

MOTOROLA INC. ("MOTOROLA") warrants the MOTOROLA manufactured communications products listed below ("Product") against defects in material and workmanship under normal use and service for a period of time from the date of purchase as scheduled below:

MINITOR V Pager	One (1) Year
Product Accessories	One (1) Year

MOTOROLA, at its option, will at no charge either repair the Product (with new or reconditioned parts), replace it (with a new or reconditioned Product), or refund the purchase price of the product during the warranty period provided it is returned in accordance with the terms of this warranty. Replaced parts or boards are warranted for the balance of the original applicable warranty period. All replaced parts of Product shall become the property of MOTOROLA.

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

MOTOROLA cannot be responsible in any way for the ancillary equipment not furnished by MOTOROLA which is attached to or used in connection with the 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 disclaims liability for range, coverage or operation of the system as a whole under this warranty.

II. GENERAL PROVISIONS:

This warranty sets forth the full extent of MOTOROLA'S responsibilities regarding the Product. Repair, replacement or refund of the purchase price, at MOTOROLA'S option, is the exclusive remedy. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER EXPRESS 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 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.

III. 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 LIMITATION OR EXCLUSIONS MAY NOT APPLY.

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

IV. HOW TO GET WARRANTY SERVICE:

You must provide proof of purchase (bearing the date of purchase and Product item serial number) in order to receive warranty service, and, also, deliver or send the product item, transportation and insurance prepaid to an authorized warranty service location. Warranty service will be provided by Motorola through one of its authorized warranty service locations. If you first contact the company which sold you the Product (e.g., dealer or communication service provider), it can facilitate your obtaining warranty service. You can also call MOTOROLA at 1-800-927-2744 US/Canada.

V. 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 to antennas 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 supplier equipment) which adversely affect performance of the Product or interfere with MOTOROLA'S normal warranty inspection and testing of the Product to verify any 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 the 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) A Product which, due to illegal or unauthorized alteration of the software/firmware in the Product, does not function in accordance with MOTOROLA'S published specifications of the FCC type acceptance labeling in effect for the Product at the time the Product was initially distributed from MOTOROLA.
- J) Scratches or other cosmetic damage to Product surfaces that does not affect the operation of the Product.
- K) Normal and customary wear and tear.

VI. PATENT AND SOFTWARE PROVISIONS:

MOTOROLA 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 infringe a United States patent, and MOTOROLA will pay those costs and damages finally awarded against the end user purchaser in any such suit which are attributable to any such claim, but such defense and payments are conditioned on the following:

- A) that MOTOROLA will be notified promptly in writing by such purchaser of any notice of such claim;
- B) that MOTOROLA will have sole control of the defense of such suit and all negotiations for its settlement or compromise; and
- C) should the Product or parts become, or in MOTOROLA'S opinion be likely to become, the subject of a claim of infringement of a United States patent, that such purchaser will permit MOTOROLA, 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 a 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.

MOTOROLA 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, nor will MOTOROLA have any liability for the use of ancillary equipment or software not furnished by MOTOROLA which is attached to or used in connection with the Product. The foregoing states the entire liability of MOTOROLA with respect to infringement of patents by the Product or any parts thereof.

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

VII. GOVERNING LAW:

This Warranty is governed by the laws of the State of Illinois, USA.