

HARRIS CANADA SYSTEMS, INC.

STANDARD TERMS AND CONDITIONS OF SALE

The following Standard Conditions of Sale will apply to any order accepted by HARRIS Canada Systems, Inc. ("HARRIS"). No other purchase order or other document will apply unless expressly accepted in writing by an authorized officer of HARRIS.

A. Harris Canada Systems, Inc., (hereinafter "Seller") warrants to the original purchaser for use (hereinafter "Buyer") that Equipment manufactured by or for the Seller shall be free from defects in material and workmanship, and shall conform to its published specifications. With respect to all non-Seller Equipment, Seller gives no warranty, and only the warranty, if any, given by the manufacturer shall apply. Rechargeable batteries are excluded from this warranty but are warranted under a separate Rechargeable Battery Warranty (ECR-7081).

B. Seller's obligations set forth in Paragraph C below shall apply only to failures to meet the above warranties occurring within the following periods of time from date of sale to the Buyer and are conditioned on Buyer's giving written notice to Seller within thirty (30) days of such occurrence:

1. for fuses and non-rechargeable batteries, operable on arrival only.
2. for service parts, ninety (90) days.
3. for mobile and portable radios ("Subscriber Units"), twenty-four (24) months
4. for Unity® model Subscriber Units, thirty-six (36) months
5. For radio accessories, one (1) year
6. for all other equipment of Seller's manufacture, one (1) year.

C. If any Equipment fails to meet the foregoing warranties, Seller shall correct the failure at its option (i) by repairing any defective or damaged part or parts thereof, (ii) by making available at Seller's factory any necessary repaired or replacement parts, or (iii) by replacing the failed Equipment with equivalent new or refurbished Equipment. Any repaired or replacement part furnished hereunder shall be warranted for the remainder of the warranty period of the Equipment in which it is installed. Where such failure cannot be corrected by Seller's reasonable efforts, the parties will negotiate an equitable adjustment in price. Labor to perform warranty service will be provided at no charge during the warranty period only for the Equipment covered under Paragraph B.3 and B.4. To be eligible for no-charge labor, service must be performed at Seller's factory, by an Authorized Service Center (ASC) or other Servicer approved for these purposes either at its place of business during normal business hours, for mobile or personal equipment, or at the Buyer's location, for fixed location equipment. Service on fixed location equipment more than thirty (30) miles (48 km) from the Service Center or other approved Servicer's place of business will include a charge for transportation.

D. Seller's obligations under Paragraph C shall not apply to any Equipment, or part thereof, which (i) has been modified or otherwise altered other than pursuant to Seller's written instructions or written approval or, (ii) is normally consumed in operation or, (iii) has a normal life inherently shorter than the warranty periods specified in Paragraph B, or (iv) is not properly stored, installed, used, maintained or repaired, or, (v) has been subjected to any other kind of misuse or detrimental exposure, or has been involved in an accident.

E. The preceding paragraphs set forth the exclusive remedies for claims based upon defects in or nonconformity

of the Equipment, whether the claim is in contract, warranty, tort (including negligence), strict liability or otherwise, and however instituted. Upon the expiration of the warranty period, all such liability shall terminate. The foregoing warranties are exclusive and in lieu of all other warranties, whether oral, written, expressed, implied or statutory. NO IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY. IN NO EVENT SHALL THE SELLER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT OR EXEMPLARY DAMAGES. PATENTS.

Patent warranty: HARRIS warrants that its products will be delivered free of a rightful claim of any third party for infringement of any Canadian patent. If notified promptly in writing and given authority, information and assistance, HARRIS at its expense will defend, or may settle, any suit or proceeding against Purchaser so far as it is based on a claimed infringement which breaches this warranty. If any such products are held by a court of competent jurisdiction to constitute such an infringement and the use of the products is enjoined, HARRIS will, at its expense and option, either (i) procure for Purchaser the right to continue using the products, (ii) replace them with non-infringing products, (iii) modify them so they become non-infringing, or (iv) remove them and refund the purchase price (less reasonable depreciation for use and any transportation costs separately paid by Purchaser). The foregoing states the entire liability of HARRIS for patent infringement by the products.

Disclaimer: The patent warranty in the preceding paragraph will not apply to any products or parts manufactured to Purchaser's design, or to the use of any products or parts furnished in conjunction with any other products in a combination not furnished by HARRIS as a part of this transaction. As to any such products, parts, use or combination, HARRIS assumes no liability whatsoever for patent infringement.

SOFTWARE

License: Purchaser will have a non-exclusive license to use the software on the unit on which it is first installed. No other use is permitted. The source code for software is not included unless specifically listed as an item in HARRIS's specification.

Documentation: Software and hardware documentation which is copyrighted by HARRIS will not be copied in whole or in part. Additional copies may be obtained from HARRIS at its standard charges in effect at the time.

Third-party software: If third-party licensed software is provided, Purchaser will complete any sublicense specified by the software licensor and provided by HARRIS.

Other license: If a separate software license agreement is required by HARRIS, Purchaser will execute the software license agreement on or before installation. The separate software license agreement will supersede the relevant portions of these standard terms and conditions of sale to the extent they are inconsistent with such license.

LIMITATIONS OF LIABILITY

Limit: The total liability of HARRIS arising out of, in connection with or resulting from the performance or non-performance of any agreement, or from the manufacture, sale, delivery, resale, repair, replacement or use of any product or the furnishing of any service, will not exceed the price allocable to the product or service which gives rise to the claim. Except as to title, any such liability will terminate

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upon the expiration of the applicable warranty period specified in the Article entitled "WARRANTY".

Consequential damages: In no event will HARRIS be liable for any special, consequential, incidental, indirect or exemplary damages, including, but not limited to, loss of profit or revenue, loss of use of the product or any associated equipment, cost of capital, cost of substitute goods, facilities, services or replacement communications, downtime costs, loss of business information or claims of Purchaser's customers for such damages.

Applicable to all claims: These limitations of liability will apply (i) to all claims, whether in contract, warranty, tort, (including negligence), patent infringement, strict liability or otherwise and (ii) to the benefit of HARRIS, its subcontractors and suppliers. If Purchaser transfers title to, or leases the products or permits their use by, third parties, Purchaser will first obtain from such third party a provision affording HARRIS and its subcontractors and suppliers the protection of these limitations of liability.

EXCUSABLE DELAYS

HARRIS will not be liable for delays in delivery or performance, or for failure to manufacture, deliver or perform due to (i) causes beyond its reasonable control, or (ii) acts of God, acts of Purchaser, acts of civil or military authority, governmental priorities, strikes or other labour disturbances, floods, epidemics, war, riot, delays in transportation or component shortages, or (iii) inability on account of causes beyond the reasonable control of HARRIS or its suppliers to obtain necessary materials, components, services or facilities. In the event of any such delay, the date of delivery or performance will be extended for a period equal to the time lost by reason of the delay.

DELIVERY

Shipping dates are approximate and are based upon prompt receipt of all necessary information. Unless otherwise specified by HARRIS, delivery will be made F.O.B. point of shipment to Purchaser. Risk of loss or damage passes to Purchaser upon delivery to the carrier. Title, however, will be retained by HARRIS until the products are paid in full.

TERMS

Unless otherwise stated by HARRIS, products will be billed and payable upon shipment. Installation, if any, will be billed and payable upon completion. If manufacture or shipment is delayed by Purchaser, payment, based on the Contract price and the percentage of completion, will become immediately due. Products held for Purchaser will be at its risk and expense. Interest at the rate of 18%/year, compounded monthly, will accrue on amounts paid more than one month after they become due. If, after default, this contract is placed with an attorney for collection, Purchaser will pay HARRIS's reasonable attorney's fees.

SECURITY

Purchaser grants HARRIS a security interest (or its equivalent under applicable legislation) in the products until they are paid in full. Purchaser will perform all acts necessary to permit the perfection and maintenance of such security interest. HARRIS may withhold shipment of future orders if (i) payment for any of Purchaser's previous orders is overdue, or (ii) Purchaser has exceeded its approved credit limit.

TAXES

In addition to the price quoted by HARRIS (or agreed in writing), Purchaser will pay any present or future sales, goods and services, excise, value-added, or other similar taxes resulting from HARRIS's supply of any products or

services, unless Purchaser furnishes HARRIS with a tax-exemption certificate acceptable to the taxing authorities.

CONFIDENTIALITY

Purchaser will protect any confidential information regarding HARRIS products and pricing and the terms and conditions of their sale.

GENERAL

Permits: Purchaser is solely responsible for obtaining and complying with any necessary permits and licenses from any Federal, provincial or local governmental authority, related to the purchase, installation, erection and operation of any HARRIS products.

Assignment: Any delegation or assignment by Purchaser of its duties or rights must have HARRIS's prior written consent.

Severability: The invalidity, in whole or in part, of any Article or paragraph will not affect the validity of the remainder of such Article or paragraph.

Headings: Headings are for convenience only.

Ontario Law: These standard terms and conditions of sale and any attachments will be governed by the internal substantive law in effect in the Province of Ontario.

Sole Agreement: These standard terms and conditions of sale and any attachments will be the sole terms and conditions applicable to any supply by HARRIS to Purchaser. Unless expressly accepted in writing by an executive officer of HARRIS, HARRIS will not be bound by (i) conditions in any document emanating from Purchaser, (ii) representations, understandings, or trade usage not expressly set forth in writing by HARRIS, or (iii) amendments, waivers or other changes in the parties' respective obligations.

Language: The parties confirm that they have required that these standard terms and conditions and related documents be drafted in English. Les parties confirment qu'elles ont exigé que ces conditions de vente et les documents qui s'y rattachent soient rédigés en anglais.

Unless other terms and conditions have been expressly accepted in writing by an authorized officer of HARRIS, all supply by HARRIS will be subject to HARRIS's Standard Terms and Conditions of Sale.