



MAINTENANCE AGREEMENT

This is an agreement (the "Agreement") between Express Radio Inc. ("ERI"), a Florida S-Corp company, with its principal office at 10852 Wiles Road, Coral Springs, FL 33076 and City of Hollywood ("Customer"), a Florida Municipality located at 2600 Hollywood Blvd. Hollywood, FL 33020.

A. The Customer wishes to contract for certain Maintenance services for the Local Government radio system in accordance with the terms and condition set forth herein.

B. ERI wishes to provide these certain maintenance services to the Customer.

NOW THEREFORE, for the mutual consideration set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as set forth below.

TERMS AND CONDITIONS

1. Entire Agreement This Agreement covers the entire understanding and agreement of the parties and supersedes any verbal or written discussions or representations between the parties prior to the execution of this Agreement. Furthermore, any and all prior agreements by and between the parties hereto, will be superseded and rendered null and void from the date of execution of this Agreement, the parties intending to be governed solely by the terms and conditions of this new Agreement after its effective date.

2. Agreement Modifications. This Agreement may be modified only in writing and by mutual consent of both parties.

3. Service Rate. ERI shall provide maintenance service (the "Maintenance Services") at the rate of Forty One Thousand Five Hundred Ninety Five Dollars \$41,595.00 paid annually.

4. Provided Services. The Maintenance Services will include all services and labor for monitoring of proper system functions for the 2 Way radio system installed at the City operated by Customer and incorporated herein by reference (hereinafter the "System"). This includes troubleshooting and diagnostic services of all cabling, hardware and peripherals constructing the System. Any service required by the City for antenna or tower issues will be billed at our hourly rate and scheduled accordingly. Not responsible for Equipment loss due to act of God.

ERI will be responsible for isolating and or correcting all service interruptions to the system within a reasonable time frame with response to the City in a time frame, no longer than 4 hours from notice by or on behalf of the City. Normal business hours are 8:30 AM to 4:30 PM Monday-Friday. Any outages, disruptions or malfunctions caused by a failure of service by the Internet service provider will be reported immediately by ERI to this service provider. The timelines of repairs due to Internet service shall be outside the scope of ERI's responsibilities with regard to this Agreement. Any outages caused by hardware failures will be indicated to the Customer, and a replacement cost for said hardware will be submitted in writing to Customer within 24 hours of the report. Replacement of equipment hardware is not included in the cost of this Agreement.

5. Scope of Agreement Upon the request of the Customer, ERI agrees to provide to Customer the maintenance services described in Exhibit "A" attached hereto (the "Schedule of Services") for the prices and subject to the terms and conditions set forth herein. The Maintenance Services to be provided in accordance with the Schedule of Services (hereinafter the "Maintenance Services") shall be provided in accordance with industry standards for such Maintenance Services.

6. Products, Services and Rates. The following exhibit provides detailed information pertaining to the specific services which will be provided by ERI as well as specific rate schedules: - Exhibit A: Service Agreement

7. Term. This Agreement shall be effective for a term of five (5) years from the date of execution of this Agreement by ERI and the Customer.

8. Termination-of Agreement. Either party may terminate this Agreement, with or without cause, by notifying the other party in writing of its intent to cancel by providing the other party with thirty (30) days written notice of cancellation. Termination by either party does not relieve the parties of their obligations to perform for the period of time prior to the effective date of termination of the Agreement.

9. Electronic Written Notification. Customer shall receive written E Mail notifications to the following e-mail address _____ for rate changes and invoice postings as described herein:

10. Payment. Customer hereby acknowledges that this contract represents a 5 year billing cycle for Maintenance Services provided to Customer by ERI paid on an annual basis.

11. Billing Disputes. Customer must notify ERI, after Customer's receipt of invoice, of any contested and/or disputed amount regarding the invoice in question.

- a. If Customer has a valid dispute; Customer is obliged to pay the original invoice by the due date minus the disputed amount.
- b. Customer must supply ERI with a formal dispute letter, along with the partial payment, outlining, in detail, what the Customer is disputing and how much adjustment it is requesting.

c. ERI must reply within ten (10) working days, either accepting the dispute, denying the dispute entirely, or offering a compromise.

12. Credit Limit. ERI will establish a credit limit and a bill cycle for Customer to include, but not be limited to, all fees, charges and usage (billed and/or unbilled). Customer's credit limit and bill cycle will be reviewed on an ongoing basis by the ERI credit department and is subject to adjustment at any time. Customer is responsible for immediate payment of services billed and unfilled upon ERI's request when the preset credit limit has been reached. Refer purchase agreement.

13. Tax Compliance. The price of Maintenance Services is exclusive of taxes and Customer shall not be responsible for payment of taxes for the services being provided in accordance with this Agreement and any exhibit attached hereto.

14. Nondisclosure. Either party shall not disclose to any third party during the term of this Agreement any of the terms and conditions set forth herein unless such disclosure is lawfully required by any federal governmental agency, Chapter 119, Florida Statutes or otherwise required to be disclosed by law, or is necessary in any proceeding establishing rights and obligations under this Agreement.

15. Waiver. No term or provision of this Agreement shall be deemed waived and no breach or default shall be deemed excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. No consent by any party to, or waiver of, a breach or default by the other, whether expressed or implied, shall constitute consent to, waiver of, or excuse for any different or subsequent breach or default.

16. Force Majeure. Neither party to this Agreement shall be liable for any delay or failure to perform under this Agreement to the extent such delay or failure to perform is caused by circumstances beyond the party's reasonable control, including acts of God, wars, floods, windstorm or labor disputes, if the party in default makes reasonable efforts to remove or overcome the effects of such occurrence or event, if possible. If a party believes that any one or more reasonably unavoidable occurrence or event shall cause a delay or prevent its performance hereunder, it shall promptly notify the other in writing of such fact.

17. Intentionally left blank

18. Execution. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. It shall not be necessary in making proof of the Agreement to produce or account for more than one of such counterparts.

19. Notices. Any and all notices or communications required or desired to be given in connection with this Agreement shall be in writing and shall be deemed given when personally delivered or electronically sent or two (2) business days after being sent by certified mail, postage prepaid, return receipt requested, to the respective party at the address set forth below, or to such other address as any party hereto may from time to time designate in writing to the other party hereto:

Express Radio Inc.
Attention: Steve Flaughner
Vice President
10852 Wiles Road
Coral Springs, FL 33076
Phone: 954-344-9050 X214
E-mail: srf@expressradio.com

City of Hollywood
Attention:
2600 Hollywood Blvd Annex 13-E
Hollywood, FL 33020
Phone:
Email:

20. Attachments and Exhibits. All Attachments and Exhibits Annexed to this Agreement are expressly made a part of this Agreement as fully as though completely set forth in it. All references to this Agreement shall be deemed to refer to and include this Agreement and all such Attachments and Exhibits.

21. Headings. The headings of sections and subsections used in this Agreement are for convenience only and are not part of its operative language. They shall not be used to affect the construction of any provisions hereof.

22. Recitals. The Recitals set forth above are expressly made a part of this Agreement as if fully set forth in the Terms and Conditions portion of this Agreement.

23. Severability. If any terms, conditions or provisions of this Agreement are held to be illegal invalid or unenforceable by any court of competent jurisdiction then, notwithstanding such illegality or unenforceability, this Agreement shall remain in full force and effect and such term(s), condition(s) or provision(s) of this Agreement shall be deemed deleted. In addition to the foregoing, this Agreement shall be terminated upon a determination by a governmental entity having jurisdiction over the services provided under this Agreement that the relationship of the parties and/or services provided hereunder are contrary to then existing law.

24. Assignment. No party shall assign rights or interests or delegate duties under this Agreement, without the prior written consent of the other party which shall not be unreasonably denied or delayed.

Initials_____

25. Applicable Law. This Agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of the State of Florida without regard to its Conflicts of Laws rules.

26. Cumulative Remedies. Except as otherwise provided herein, the remedies provided for in this Agreement are in addition to any other remedies available at law or otherwise.

27. Attorney's Fees and Venue. In connection with any litigation including appellate proceedings arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs. Any legal proceeding arising from this Agreement shall be brought only in a court of competent jurisdiction in Broward County, Florida.

28. Construction. In construing this Agreement, the singular shall be held to include the plural, the plural shall be held to include the singular, the use of any gender shall be held to include every other and all genders.

29. Insurance. ERI maintains such insurance as will protect it from claims under Worker's Compensation acts and other employee benefit act, from claims for damages because of bodily injury, including death and from claims for damages to property which may arise out of or result from ERI's operations under this Agreement whether such operations be by it or by any subcontractor hired by it or anyone directly employed by any of them. In addition, ERI shall maintain professional liability coverage and insurance to cover any losses under of this Agreement. The limits of all coverage shall be subject to the prior approval of the Customer. The Customer shall be named as an additional insured in all policies required to be maintained hereunder with the exception of the Worker's compensation and professional liability insurance, and ERI shall furnish the Customer with an endorsement to such insurance policies specifying that the Customer has been named as such. As a condition precedent to entitlement to payment, ERI must maintain the above-described coverage and upon request furnish a copy of all policies to the Customer. Evidence of Insurance shall be delivered to the Customer prior to the commencement of the Work, and said evidence of insurance shall contain a provision that coverage afforded under the policies will not be canceled or materially altered without thirty (30) days prior written notice to the Customer.

30. ERI's Representations. ERI represents that it is properly qualified and will obtain any licenses if required for the performance of the services to be performed in accordance with this Agreement and all exhibits attached hereto and is a corporation in good standing, organized and existing under the laws of the State of Florida. ERI shall give all notices, and warrants and represents that the services to be rendered in accordance herewith will comply with all federal, state and local laws, ordinances, rules, regulations, and orders of any public authority having jurisdiction over the Work, including United States intellectual property rights, copyright and trademark infringement. ERI acknowledges that Customer does not have the knowledge to determine compliance with the foregoing items and is relying on ERI's knowledge and expertise of same. ERI shall be liable for any deviation from any laws, ordinances, rules,

regulations, and orders of any public authority with regard to the performance under this Agreement, that are in effect at the time of signing, even if in strict compliance with the terms hereof. ERI further represents that it has read, examined and understands the terms of this Agreement and all exhibits attached to and incorporated herein and is well qualified and able to perform the services to be performed in accordance therewith; that it has a sufficient number of qualified personnel to assure timely performance of such services; that it has the proper tools and equipment to perform such services; that it is financially capable of performing this Agreement; that all equipment, services, programs and software, used in connection with providing such services are state of the art and are designed and shall be implemented to achieve the desired results; that it is qualified, authorized and licensed to perform the services to be performed in accordance herewith and that ERI's actions carried out in furtherance of this Agreement shall comply with and not infringe upon any United States intellectual property rights; and that all services will be of first quality, free from faults and defects and in conformance with industry standards. All services or work carried out by ERI, or ERI's failure to properly carry out such work, not so conforming to these standards may be considered defective and a default under the terms of this Agreement. ERI shall supervise and direct the performance of the services pursuant to this Agreement using its best skill and attention. ERI shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with such services and shall comply with pertinent OSHA regulations regarding job safety and all other applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety or persons or property. ERI at all times shall keep the Customer's property free from accumulation of waste materials or rubbish caused by its services. ERI shall remove, at its sole cost and expense, all its waste materials and rubbish from and about the Property as well as any of its tools and equipment. ERI agrees to immediately repair at its sole cost and expense all damages to the Customer's property arising from or relating to ERI's performance of the aforementioned services. ERI warrants and represents it has obtained all necessary right, title, licenses and other proprietary rights to provide all services to be provided, sold and installed for the Customer in accordance herewith. ERI further warrants and represents that any and all hardware, software, programs and services to be provided under this Agreement have been designed and tested to accomplish their intended purpose and are warranty to operate as consistently, predictably and accurately as possible.

31. TIME AND PLACE OF SERVICE. Service will be provided at the location specified in this Agreement. When "ERI" performs service at Customer's location, Customer will provide "ERI", at no charge, a non-hazardous work environment with adequate shelter, light, and power and with full and free access to the Equipment. Waivers of liability from "ERI" or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that "ERI" may perform its Services. Unless otherwise stated in this Agreement, the hours

of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by "ERI" in rendering the Services, Customer agrees to reimburse "ERI" for those charges and expenses.

Customer will provide "ERI" with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with "ERI".

32. Customer Service. Upon the occurrence of any customer service problems or outages, the Customer shall call ERI representative at the following number: ERI's customer service center at 954-344-9050.

ERI shall open a call ticket for the complaint upon receiving such complaint. ERI must respond and attempt to diagnose and clear trouble with the Maintenance Services within (24) hours. Records of any call tickets opened pursuant hereto shall be kept by ERI for a period of at least three (3) years.

33. Failure of Performance. Customer shall immediately notify ERI of any problem or complaint associated with the Maintenance Services. In the event of a Failure of Performance with services provided, ERI shall use its reasonable efforts to correct such failure as soon as reasonably possible after ERI is notified of such failure. In the case of service interruption or failure of the dedicated point to point circuit, ERI will take all steps to report and escalate troubleshooting and resolution of such circuit, and advance to the customer via E Mail timely information regarding trouble reports, and trouble ticket number(s).

34. Exclusive Method For Placing Orders. During the term of this Agreement, Customer may order Products or Services as described in this Agreement, if they are then available for sale by Motorola. Each order must refer to this Agreement as ERI Contract # 2018-1016, and must specify the Product by model number, the unit price, the number of units being purchased, and the extended price. ERI will make reasonable efforts to deliver the ordered subscriber and accessory Products within two (2) weeks from receipt of order or sooner and to perform the services in a reasonably prompt manner. ERI will make best efforts to ship all orders within the time listed above, however this will be dependent on product availability at time of purchase and the location of ship acceptance. The applicable provisions of this Agreement will govern the purchase and sale of the Products and services, notwithstanding any

Initials_____

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different terms and conditions contained in an order or acknowledgment of an order. ERI will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

35. Exhibits The exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the exhibits and any inconsistency between the exhibits will be resolved in their listed order.

Exhibit A: Service Agreement

36. Price Protection.

Express Radio Inc. (“ERI”) and the City of Hollywood further agree to a ***Purchase Discount Level Protection*** as it relates to the Motorola subscriber and infrastructure equipment list price discounts as stated the Broward County LGRS Motorola contract number 12-29077/JHJ and to be honored for entire length of the maintenance contract agreed too.

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first above written.

Witnesses:

Express Radio Inc.

By: _____

Title: _____

Date: _____

Initials_____

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____ who is personally known to me or who has produced _____ (type of identification) and who (did / did not) take an oath.

Notary Public, State of Florida

My Commission Expires _____

Type or Print Name

Witnesses:

City of Hollywood

By: _____

Title: _____

Date: _____

EXHIBIT A

SERVICE AGREEMENT

The following will serve as Exhibit A to the Maintenance Service Agreement dated _____, 2018, between City of Hollywood ("Customer") and Express Radio Inc. ("ERI").

1. 2 week turnaround time for repairs that are sent to factory Depot.
2. Return UPS label provided for service warranty repairs.
3. Install and relocate mobile and base stations as necessary.

Initials_____

4. Preventive Maintenance will be performed semi-annually.
 - a. Service logs maintained at each shelter site
 - b. Sweep cables and antennas
 - c. Check fuel level emergency generators
 - d. Inspect grounding connections to shelter and interior racks
 - e. Align if necessary and check all transmitters and ancillary components
5. 24/7 Monitoring of all repeater infrastructure
6. Fleet battery monitoring and reporting.
7. Replacement of portable antennas as needed.
8. Replacement of volume and channel selector knobs as needed.
9. Replacement of mobile antennas as needed.
10. Provide backup infrastructure, repeater hot swap.
11. Tower work, antenna, cabling and labor is not included in the contract.
12. Tower work is \$2000.00 a day plus parts.
13. All additional equipment is covered for the 5 year period at no charge.