

UTAH COMMUNICATIONS AUTHORITY

5215 Wiley Post Way, Suite 550 • Salt Lake City, UT 84116

RADIO PROGRAMMING BOX LOAN AGREEMENT

No-Charge, Returnable Loan of a Motorola RM (Radio Management) Programming Workstation

This Radio Programming Box Loan Agreement (this “Agreement”) is entered into as of _____, by and between the **Utah Communications Authority**, an independent state agency of the State of Utah, with offices at 5215 Wiley Post Way #550, Salt Lake City, Utah 84116 (“UCA”), and _____ (the “Agency”). UCA and the Agency are each a “Party” and together the “Parties.”

Recitals

- A. UCA owns, deploys, and administers Motorola RM (Radio Management) programming workstations (each, a “Box”) used to program and manage radio subscriber and infrastructure equipment that interoperates with the statewide public-safety radio network operated and supported by UCA (the “UCA Network”).
- B. Each Box connects directly to the UCA Network and to a centrally managed AT&T Control Center environment, runs UCA-controlled software and configurations, and interacts with systems that support critical public-safety communications infrastructure.
- C. The Agency wishes to borrow one or more Boxes from UCA on a temporary, no-charge basis to support its radio programming activities, and UCA is willing to loan the equipment on the terms of this Agreement, including UCA’s retention of ownership and full administrative, security, and operational control.
- D. This Agreement is a gratuitous, revocable loan. It is not a sale, lease, or rental, no consideration is paid for use of the equipment, and no transfer of title is intended or made.

NOW, THEREFORE, in consideration of the mutual covenants below, the Parties agree as follows:

Definitions

“**Box**” means or “**Unit**”, a Motorola RM Radio Management programming workstation loaned under this Agreement, together with all accessories, cables, peripherals, and media provided with it, as identified on Exhibit A.

“**Licensed Materials**” means all software, firmware, code plugs, templates, configurations, credentials, and related materials installed on or accessible through a Box, all of which remain the property of UCA or its licensors.

“**UCA Network**” means the statewide public-safety radio communications network and supporting systems owned, operated, administered, or supported by UCA, including connected AT&T Control Center environments.

“**Authorized Users**” means Agency employees specifically designated and trained by the Agency to operate a Box for the permitted purpose under this Agreement.

ARTICLE 1. LOAN OF EQUIPMENT

- 1.1 No-charge loan.** UCA loans to the Agency, and the Agency accepts, the Box(es) listed on Exhibit A for the Agency’s temporary use, at no charge and for no consideration.
- 1.2 Additional units.** Additional Boxes may be loaned under this Agreement by completing and executing a further Exhibit A Equipment Schedule, each of which is incorporated into this Agreement by reference when signed.

- 1.3 Permitted purpose.** A Box may be used solely to program and manage radios authorized for operation on the UCA Network, in accordance with UCA programming guidelines and version-control standards.
- 1.4 Programming Control Opt-In required.** As a condition of this loan, before or at the time a Box is issued the Agency must execute the UCA Remote Programming Box Program **Programming Control Opt-In Agreement** (the “Opt-In Agreement”) and remain in compliance with it. All programming of radios using a Box is governed by the Opt-In Agreement, which requires that all programming be performed through the Box and prohibits local or secondary programming. The Opt-In Agreement is a separate, one-time agreement under the UCA Remote Programming Box Program and is incorporated into this Agreement by reference.

ARTICLE 2. TERM AND RETURN

- 2.1 Loan term.** The loan term for each Box is **30 days** from the date the Box is issued to the Agency (the “Date Out” shown on Exhibit A), unless extended in writing by UCA (the “Loan Term”).
- 2.2 Return.** The Agency shall return each Box to UCA on or before expiration of the Loan Term, in the same condition as received, ordinary wear excepted.
- 2.3 Recall.** UCA may recall any Box at any time upon seven (7) days’ written notice, or immediately in the event of suspected security compromise, misuse, or breach, and the Agency shall return the Box within the period stated in the notice.
- 2.4 Extension.** Any extension of the Loan Term must be approved by UCA in writing. Absent a written extension, continued possession of a Box after expiration of the Loan Term is a breach of this Agreement.

ARTICLE 3. TITLE AND OWNERSHIP

- 3.1 UCA retains title.** Each Box remains the sole property of UCA at all times. No title, ownership, or equity interest passes to the Agency, and each Box remains recorded on UCA’s fixed-asset register.
- 3.2 Not a sale or lease.** This Agreement does not constitute a sale, lease, rental, or bailment for hire. The loan is gratuitous and revocable.
- 3.3 No liens.** The Agency shall not pledge, encumber, or permit any lien against any Box and shall keep each Box free from claims of the Agency’s creditors.

ARTICLE 4. RESERVED CONTROL AND SOFTWARE LICENSE

- 4.1 Reserved control.** UCA retains exclusive administrative, operational, and security control over each Box and all Licensed Materials, including the rights to remotely access, monitor, patch, update, reconfigure, manage through the AT&T Control Center, apply endpoint security, and remotely disable or wipe a Box.
- 4.2 No license to Agency.** The Agency receives only a limited, revocable, non-transferable right to operate a Box for the permitted purpose during the Loan Term. No license to the Licensed Materials is granted, and the Agency obtains no rights in any software, firmware, or configuration.
- 4.3 No interference.** The Agency shall not disable, circumvent, or interfere with any UCA control, security, or management function, and shall not copy, extract, reverse-engineer, or transfer any Licensed Materials.

ARTICLE 5. AGENCY OBLIGATIONS

- 5.1 Custody and care.** The Agency shall keep each Box secure, use reasonable care, and protect it from loss, theft, damage, and unauthorized access.

- 5.2 Authorized Users.** Only Authorized Users may operate a Box. The Agency is responsible for all use of each Box, whether or not authorized.
- 5.3 Location.** Each Box shall be kept at the Agency location identified on Exhibit A and shall not be relocated without UCA's prior written consent.
- 5.4 No modification.** The Agency shall not modify, repair, service, open, or alter any Box or its software, or attach unauthorized hardware or software.
- 5.5 No transfer.** The Agency shall not sublease, lend, assign, or transfer possession of any Box to any third party.
- 5.6 Security compliance.** The Agency shall comply with all UCA connectivity, network, and security requirements and shall promptly notify UCA of any suspected compromise, loss, theft, or malfunction.

ARTICLE 6. LOSS, DAMAGE, AND REPLACEMENT

- 6.1 Risk of loss.** The Agency bears the risk of loss, theft, or damage to each Box from the time it is issued to the Agency until it is returned to and accepted by UCA.
- 6.2 Stipulated replacement value.** If a Box is lost, stolen, or damaged beyond ordinary wear while in the Agency's possession, the Agency shall pay UCA a stipulated replacement value of **\$2,085 per Unit**, which the Parties agree is a reasonable estimate of UCA's replacement cost and is not a penalty.
- 6.3 Restoration costs.** The stipulated value covers hardware replacement only; UCA's costs to restore Licensed Materials and reconfigure a replacement Box are separately recoverable from the Agency.

ARTICLE 7. RETURN CONDITION AND CHECK-IN

- 7.1 Condition on return.** Each Box shall be returned complete, with all accessories and media listed on Exhibit A, and in working condition, ordinary wear excepted.
- 7.2 Check-in inventory.** Upon return, UCA will complete a check-in inventory (consistent with UCA's Check-In Inventory Sheet) to verify completeness and condition. Return is not effective until UCA accepts the Box following check-in, as recorded on Exhibit B.
- 7.3 Discrepancies.** Missing items or damage identified at check-in are subject to Article 6.

ARTICLE 8. WARRANTY DISCLAIMER

- 8.1 AS-IS.** Each Box is loaned **AS-IS** and **WITH ALL FAULTS**. UCA makes no warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose.
- 8.2 Manufacturer warranties.** To the extent transferable, UCA passes through to the Agency any applicable manufacturer warranties for the Loan Term. UCA does not extend, assume, or guarantee any such warranty.

ARTICLE 9. GOVERNMENTAL IMMUNITY AND LIABILITY

- 9.1 Immunity preserved.** Nothing in this Agreement waives any protection, immunity, defense, or limit available to either Party under the Governmental Immunity Act of Utah, Utah Code Title 63G, Chapter 7, or other applicable law.
- 9.2 Responsibility for own acts.** Subject to and consistent with the Governmental Immunity Act of Utah, each Party is responsible for the acts and omissions of its own employees and agents.
- 9.3 No consequential damages.** Neither Party is liable to the other for indirect, incidental, special, or consequential damages arising out of this Agreement, except to the extent required by law.

ARTICLE 10. DEFAULT AND REMEDIES

- 10.1 Default.** A Party is in default if it fails to perform a material obligation under this Agreement and does not cure within seven (7) days after written notice, or immediately in the case of a security-related breach.
- 10.2 UCA remedies.** On the Agency's default, UCA may recall and repossess any Box, suspend connectivity, remotely disable or wipe the Box, recover the stipulated replacement value under Article 6, and pursue any other remedy available at law or in equity.
- 10.3 Cumulative remedies.** All remedies are cumulative and not exclusive of any other remedy.

ARTICLE 11. NOTICES AND GENERAL PROVISIONS

- 11.1 Notices.** Notices under this Agreement must be in writing and delivered to the addresses on the signature page, or to such other address as a Party designates in writing.
- 11.2 Governing law.** This Agreement is governed by the laws of the State of Utah, without regard to its conflict-of-laws rules.
- 11.3 Entire agreement.** This Agreement, together with its Exhibits, is the entire agreement between the Parties on its subject matter and supersedes all prior or contemporaneous understandings.
- 11.4 Amendment.** This Agreement may be amended only by a writing signed by both Parties.
- 11.5 Assignment.** The Agency may not assign this Agreement or transfer any Box without UCA's prior written consent.
- 11.6 Severability.** If any provision is held unenforceable, the remaining provisions remain in full force and effect.
- 11.7 Counterparts.** This Agreement may be executed in counterparts and by electronic signature, each of which is an original and all of which together constitute one agreement.
- 11.8 Survival.** Articles 3, 4, 6, 8, 9, and 10 survive the return of all Boxes and the termination of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

UTAH COMMUNICATIONS AUTHORITY

Signature

By: **Tina Mathieu**

Title: **Executive Director**

Date:

AGENCY

Signature

By:

Title:

Date:

Address:

EXHIBIT A
Equipment Schedule

COMPLETED BY UCA ONCE ALL OTHER DOCUMENTS HAVE BEEN SIGNED

Agency:

Equipment Location:

Authorized User(s):

Unit #	Cond. Out	Date Out	Due Date

Loan Term (days): [] Effective Date of Schedule:

EXHIBIT B
Receipt and Return / Check-In Acknowledgment
COMPLETED BY UCA UPON RETURN

Part 1 — Receipt by Agency (completed at issuance)

The Agency acknowledges receipt of the Box(es) identified on Exhibit A, in the condition noted, and agrees that possession and use are governed by this Agreement, including the Agency's obligation to safeguard and return the equipment and to pay the stipulated replacement value for any Unit lost, stolen, or damaged beyond ordinary wear.

Received by (Authorized User): **[Name / Title]**

Signature / Date

Part 2 — Return / Check-In by UCA (completed at return)

Returned by (Agency)	
Date Returned	
Units Returned (Serial No.)	
Condition on Return	
Missing Items	
Inspected / Accepted by (UCA)	
Accepted?	☐ Yes ☐ No —
Replacement / Restoration Charge	

UCA Signature / Date