

Attachment 6

Attachment 6

ExhibitA-1_Vol_VofV_Warr&Maint

E.F. JOHNSON COMPANY

Agreement for Services of Independent Contractor: System Equipment and Installation Exhibit A: Scope of Services

Exhibit A-1: Revised Proposal Documents/Volume V of V
Volume V Components: Warranty, Maintenance and Support Information

May 1, 2021 (v2.2)



● This symbol indicates EFJohnson's response

PROPRIETARY & CONFIDENTIAL

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Table of Contents

A-1.5.Warranty, Maintenance, and Support Information	3
A-1.5.1. Customer Care Organization.....	3
A-1.5.2. Qualified Service Organization	4
A-1.5.3. Overview of Warranty and Maintenance Services.....	5
A-1.5.3.1. Remote Technical Telephone Support.....	9
A-1.5.3.2. On-Site Emergency Technical Support.....	9
A-1.5.3.3. Hardware Repair-or-Replace Service	11
A-1.5.3.4. Software and Firmware Update Support.....	12
A-1.5.3.5. Preventative Maintenance.....	13
A-1.5.4. Critical Spares and Test Equipment.....	14
A-1.5.4.1. Critical Spare Equipment	14
A-1.5.4.2. Test Equipment	17
A-1.5.5. Warranty Statement.....	19
A-1.5.6. Software License Agreement	21
A-1.5.7. Third-Party Warranty Statements	24
A-1.5.8. Third-Party Software License Agreements.....	25

Table of Figures

Figure A-1.5-1. Warranty & Maintenance Service Descriptions	6
Figure A-1.5-2. Warranty & Maintenance Services by Subsystem for the 2-Year Warranty Period	7
Figure A-1.5-3. Extended Warranty & Maintenance Services by Subsystems	8
Figure A-1.5-4. Remote Monitoring and Support Roles	9
Figure A-1.5-5. Call Acknowledgement Time and On-Site Repair Response	9
Figure A-1.5-6. Case Management and On-Site Dispatch Process	10
Figure A-1.5-7. On-Site System Services	11
Figure A-1.5-8. Hardware Repair-or-Replace Service	12
Figure A-1.5-9. Software and Firmware Support	12
Figure A-1.5-10. Fire VHF Radio System Spares	14
Figure A-1.5-11. UHF/800 MHz Trunked Radio System Spares	15
Figure A-1.5-12. Microwave System Spares	16
Figure A-1.5-13. Dispatch Console System Spares	16

A-1.5. Warranty, Maintenance, and Support Information



JVCKENWOOD understands that, in the procurement of a new mission-critical P25 system, Santa Barbara County must take not only the initial cost of the system into consideration, but also the cost of maintaining the system and keeping it current with the latest features and capabilities—a significant portion of the total cost over a system’s lifecycle. The warranty, maintenance, and support reflected in this document is the result of negotiations between JVCKENWOOD and the County of Santa Barbara County. JVCKENWOOD’s support services for Santa Barbara County considers each of your warranty and maintenance requirements while also offering the flexibility to choose the optimal level of support at each stage of the system’s lifecycle.

A-1.5.1. Customer Care Organization



Our Customer Care Organization manages the support and resolution process to ensure that issues are escalated immediately and tracked until the problem is resolved. JVCKENWOOD’s support organization is structured as follows:

- **Director of Service Management**—The Director of Service Management has general responsibility for the execution of Warranty and Maintenance Service agreements and for ensuring that JVCKENWOOD meets its response and restoration time commitments.

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- **JVCKENWOOD Technical Support Center (TSC)**—The JVCKENWOOD TSC houses our 24x7 Help Desk representatives and Service Technicians. Service Technicians are engaged when local support resources cannot resolve the issue at hand and additional engineering expertise is required.

JVCKENWOOD Technical Support
800-328-3911

- **JVCKENWOOD**-Authorized ATLAS Repeater Depot at JVCKENWOOD/EFJohnson location in Irving, TX. The depot maintains tools, test equipment and repair kits, as well as replacement boards to provide repeater hardware repair and replacement services and hardware warranty services on ATLAS infrastructure.

JVCKENWOOD/EFJohnson Depot
1440 Corporate Drive
Irving, TX 75078
Techsupport: 1-800-328-3911

- **KENWOOD**-Authorized Subscriber Repair Center: United Radio—United Radio serves as JVCKENWOOD’s repair depot to provide depot warranty and repair services for all KENWOOD Viking® subscriber radios. The United Radio repair center maintains a stockroom of common repair parts to reduce repair time and is staffed with certified technicians and support personnel.

United Radio
KENWOOD Authorized Service Center
5703 Enterprise Parkway
East Syracuse, NY 13057
800-599-2101

A-1.5.2. Qualified Service Organization

JVCKENWOOD Local Service Provider (LSP): Applied Technology Group (ATG)—JVCKENWOOD has a network of certified LSPs staffed with qualified technicians, who provide system restoration, preventative maintenance, and commissioning services. For Santa Barbara County's new ATLAS P25 System, Applied Technology Group, Inc. (ATG) will provide the required local maintenance support. ATG is an authorized dealer for KENWOOD, JVCKENWOOD, and other manufacturers, and works with these products on a daily basis. They will provide local warranty and maintenance support services, including 24x7 post-system installation support to ensure the County receives timely and dependable on-site assistance whenever and wherever needed.

A-1.5.3. Overview of Warranty and Maintenance Services

Santa Barbara County's support plan includes the following provided in accordance with the warranty statements herein:

2-Year Standard Warranty on System Infrastructure:

- ***24x7x365 Remote Technical Telephone Support***
 - Troubleshoot system hardware and software covered by the support agreement through the customer and technical support hotline
- ***On-site Emergency Technical Support***
 - Provide fixed equipment diagnostics and administration
 - Provide on-site emergency system restoration service
- ***Hardware Replace or Repair Services***
 - The Original Equipment Manufacturers (OEM) will provide the County with a repair-or-replace service of the covered equipment
 - Upon receipt of a failed unit, the authorized repair center determines whether to repair or replace the failed part or product
- ***Software and Firmware Update Support***
 - Updates to address bug-fix issues and enhance existing software features for originally purchased components/devices
 - Patch management to address bug-fixes or software defects, including applicable security and commercial operating system patches
 - Software is licensed in accordance with the software license agreement set forth herein.
- ***Preventative Maintenance***
 - Periodic checks on infrastructure equipment purchased under this contract.
- ***Network Management***
 - Network Management systems to manage subsystems (ATLAS® NMS, ProVision™ Element Management solution, and Castle Rock SNMP Alarm NMS)

3-Year Standard KENWOOD Viking® Subscriber Warranty

Figure A-1.5-1. outlines the Warranty and Maintenance support services for the County of Santa Barbara.

Required Service	Service Description	Initial Warranty Period Years (1-2)
Remote Technical Support	24x7x365 remote support through the ATG's technical support hotline	Yes
On-Site Emergency Technical Support/System Restoration	Technicians are dispatched on-site to diagnose and restore the County's communication network.	Yes
Hardware Repair-or-Replace	Repair-or-replace service of the covered infrastructure equipment at the designated depot center	Yes
Software and Firmware Support	Updates to address bug-fix issues and enhance existing software features	Yes
Preventative Maintenance	Recommended preventative maintenance on covered equipment purchased under this contract. Refer to section A-1.5.3.5	Yes
On-site System Support Manager (Year 1)	One person will be onsite (40 hours per week at County facility) providing maintenance and training services for one year after the Final Acceptance (Refer to RFP section 6.0.B).	Yes

Figure A-1.5-1. Warranty & Maintenance Service Descriptions

Figure A-1.5-2 describes the combined support services during the initial two-year warranty period for Santa Barbara County by subsystem (identified in the heading row). .

Item	KENWOOD ATLAS® Infrastructure ¹	KENWOOD Viking® Subscribers	Zetron ACOM™ Dispatch Consoles	Aviat Networks Eclipse™ Microwave & Antenna System	Aviat Networks ProVision™ Network Management System	NexLOG Eventide® Logging Recording System	CommShop™ Asset Management
24x7x365 Remote Support	1 st level support provided by ATG / 2 nd level support provided by OEM specifically identified in the header row above						
On-Site Emergency Technical Support	Factory-trained technician dispatched for critical service requests to diagnose and restore system						
Hardware Repair-or-Replace	Service of covered equipment at authorized depot center <i>Applies to the standard 2-year warranty period only for all new infrastructure subsystem components</i>						
Advanced Replacement	On-site replacement is dependent upon ATG's access to the County's spares	Subject to availability of matching units to failed component			On-site replacement is dependent upon ATG's access to spares	N/A	
	<i>Applies to the standard 2-year warranty period only for all new infrastructure subsystem components</i>						
Software Maintenance	Patches for the originally purchased application or firmware version(s) covered						
Preventative Maintenance	Refer to section A-1.5.3.5	Preventative Maintenance/Year/Site				N/A	

Figure A-1.5-2. Warranty & Maintenance Services by Subsystem for the 2-Year Warranty Period

Figure A-1.5-3 describes the combined support services during the initial two-year warranty period for Santa Barbara County by subsystem.

Item	KENWOOD ATLAS® Infrastructure	Zetron ACOM™ Dispatch Consoles	Aviat Networks Eclipse™ Microwave & Antenna System	Aviat Networks ProVision™ Network Management System	NexLOG Eventide® Logging Recording System	CommShop™ Asset Management
24x7x365 Remote Support	1st level support provided by ATG 2nd level support provided by OEM					
On-Site Emergency Technical Support	Factory-trained technician dispatched for critical service requests to diagnose and restore system					
Software Maintenance	Patches for the originally purchased application or firmware version(s) covered					
Preventative Maintenance	Refer to section A-1.5.3.5	Preventative Maintenance/Year/Site		N/A		

Figure A-1.5-3. Extended Warranty & Maintenance Services by Subsystems

¹ KENWOOD ATLAS covered equipment (Hardware Repair-or-Replace, Software Maintenance, Emergency Support, & Preventative Maintenance): Network Management System, 4500 Base Stations, 8200 Site Controllers, 6600 ISSI Gateway, KMF, GPS Reference Kits, and dispatch consoles.

A-1.5.3.1. Remote Technical Telephone Support



ATG will provide first level support to the County. This will include providing the County with access to a 24x7x365 telephone line or email address for remote support and assistance for troubleshooting system hardware and software covered by the support agreement. The OEM will provide second level remote support to ATG, as required hereunder.

Responsibility	ATG	Santa Barbara County
Report the problem to ATG		X
Acknowledge customer call	X	
Authorize VPN access to the radio system		X
Establish remote connectivity to the County's radio system	X	
Diagnose issue remotely, if possible	X	

Figure A-1.5-4. Remote Monitoring and Support Roles

A-1.5.3.2. On-Site Emergency Technical Support



If a system issue cannot be resolved remotely, a trained and certified technician will be dispatched to diagnose and restore the communication network on-site. A standardized case management process will be followed to ensure that contracted response times are met. Following corrections of system failures, the County will receive written documentation indicating:

- Cause of the service outage
- Resolution
- Post-repair testing procedures to ensure proper operation

Figure A-1.5-5 indicates the guaranteed call acknowledgement, response, and repair times for the County's critical service issues.

Type of Failure	Description	Acknowledgement Time	Response Time	Repair Time
Critical Service Issues	Critical service issues (as defined by section 4.2.2 of the RFP) exist that severely affect service, traffic capability, and require immediate attention	30-minute telephone notification for critical service issues	4-hour on-site service response time	12-hour repair time

Figure A-1.5-5. Call Acknowledgement Time and On-Site Repair Response

Per RFP section 6.1.H.2, Critical Service issue is defined as any one or more of the following events that results in a loss of voice traffic on the system:

- Any failure which causes a loss of 15% or more in capacity or coverage in any cell
- Any failure which causes a loss of simulcast capability
- Any failure which causes a loss of the primary system control (assuming a primary/secondary architecture)
- Any system failure that causes the loss of two or more console positions
- Any failure that renders the logging recorder inoperable or causes a loss of recorded audio
- The failure of two or more repeaters
- Concurrent failure of two or more switches and/or routers
- Failure of the receiver voting system

Figure A-1.5-6 outlines the support and dispatch process. An automated case management process is followed to ensure contracted response times are met.

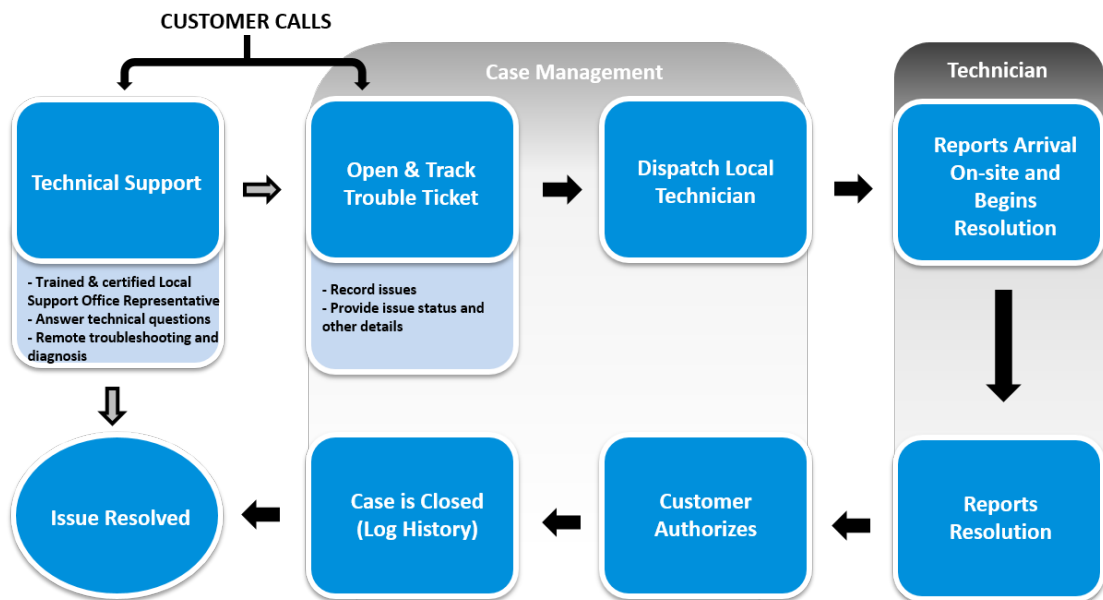


Figure A-1.5-6. Case Management and On-Site Dispatch Process

Responsibility	ATG	County
Dispatch technician on-site for problem identification, investigation, and resolution if remote resolution not possible	X	
Remove malfunctioning equipment from service, if needed	X	
Replace unit with County available spares	X	
Ship malfunctioning equipment to authorized repair facility for repair or replacement (<i>During warranty period</i>)	X	
Receive the repaired or replaced unit (<i>During warranty period</i>) ²	X (OEM)	
Reinstall and commission the repaired/replaced equipment back into service	X	
Verify problem has been resolved to the satisfaction of the customer and provide signoff prior to closing the case	X	X
Post-system restoration, provide County with log reports describing the problem identification, investigation, and resolution process that was followed	X	

Figure A-1.5-7. On-Site System Services

A-1.5.3.3. Hardware Repair-or-Replace Service



Upon receipt of a failed unit, the applicable Repair Center determines whether to repair the failed part or replace the product. Please note the following:

- Replacement parts shall be new or original repaired parts
- Serialized units sent in for depot repair will not be exchanged unless specifically authorized by the County
- The original unit will be repaired and returned

Outside of the warranty period, the County will be responsible for all costs.

² The County will be billed for costs incurred outside of the warranty period.

Responsibility	ATG	County
Remove failed equipment from service	X	
Ship failed equipment to Repair facility	X	
Repair the failed hardware or replace with equivalent model	X	

Figure A-1.5-8. Hardware Repair-or-Replace Service

A-1.5.3.4. Software and Firmware Update Support



The County will receive updates to address bug-fixes or software defects, including applicable security and commercial operating system patches.

Responsibility	OEM ³	County
Provide scheduled system release software for system and commercial operating system patch updates	X	
Pre-test and certify functionality and compatibility, mitigating risk to system operation	X	
Determine which software update to install on the system	X	X
Deploy the software update remotely on the system	X	

Figure A-1.5-9. Software and Firmware Support

³ The OEM (Original Equipment Manufacturer) responsible for addressing tasks varies based on the product or equipment component requiring service.

A-1.5.3.5. Preventative Maintenance



Preventative Maintenance services include recommended maintenance on equipment bought under this contract. The County will receive an inspection and maintenance report that indicate any deficiencies of antenna mounts, antennas, transmission lines, ground systems, site conditions, or devices in need of the County's immediate attention or concern.

Preventative maintenance documents can be found on the following pages.

A-1.5.4. Critical Spares and Test Equipment

A-1.5.4.1. Critical Spare Equipment

The following tables list the spare equipment to be provided to Santa Barbara County.

FIRE VHF RADIO SYSTEM	Qty
ATLAS 4500 DC VHF PHASE 1 Conventional Simulcast	2
150-164 MHz, VHF Omni Antenna, 3 dBd Gain, LOW-PIM/HI-PIP (DS1F03P36U-D)	1
150-164 MHz, VHF Omni Antenna, 6 dBd, LOW-PIM/HI-PIP (DS1F06P36U-D)	1
Corner reflector directive, 10 dBd, 148-174 MHz	1
Corner reflector directive, 7 dBd, 148-174 MHz	1
150-174 MHz, 8 Ch. VHF RX Multicoupler with Alarm, DC	2
DSCHPM-Series, VHF SMART Channelized Transmit Power Monitor	2

Figure A-1.5-10. Fire VHF Radio System Spares

UHF/800 MHz TRUNKED RADIO SYSTEM	Qty
370-512 MHz, 8 Ch. RX Multicoupler with PDU	2
380-512 MHz, 8 Ch. UHF RX Multicoupler with Alarm, DC	1
400-512 MHz, 6 dBd, Directional, N(F) Antenna (DS4E06P18U-N)	1
406-512 MHz, 10 dBd, Horizontal DIN Panel Antenna (DS4E10P12U-D)	1
450-470 MHz, 6 dBd, Low-PIM/PIP, DIN Antenna (DS4F06P36U-D)	1
450-470 MHz, UHF Dual Omni, 3 dBd, Low-PIM/Hi-PIP Antenna (DS4F03P36D6D)	1
450-470 MHz, UHF Dual Omni, 6 dBd, Low-PIM/Hi-PIP Antenna (DS4F06P36D6D)	1
450-482 MHz, 10 dBd, Omni, DIN(F) Antenna (DS4C10F36U-D)	1
450-482 MHz, UHF Dual Omni Antenna, 0 dBd Gain,	1
456-470 MHz, Tower Top Amplifier (ATS4TMA4-4)	2
746-869 MHz, 12 dBd, Directional, DIN(F) Antenna (DS7A12P90U-D)	1
764-869 MHz, 10 dBd, Omni, DIN(F) Antenna (DS7C10F36U-D)	1
793-824 MHz, 8 Ch. RX Multicoupler with PDU	1
806-869 MHz, 12 dBd, Omni, DIN(F) Antenna (DS8A12F36U-D)	1
806-869 MHz, 6 dBd, Omni, DIN(F) Antenna (DS8A06F36U-D)	1
ATLAS 4500 AC 7/800 PHASE 1 CONVENTIONAL MULTICAST	1
ATLAS 4500 AC UHF PHASE 1 CONVENTIONAL MULTICAST	1
ATLAS 4500 DC 7/800 PHASE 2 TRUNK SIMULCAST	2

UHF/800 MHz TRUNKED RADIO SYSTEM	Qty
ATLAS 4500 DC UHF Phase 2 Trunk Simulcast	3
ATLAS 8000 Hardware Platform (3358000002)	4
Corner reflector directive, 9.5 dBd, HD, 406-470	1
DC power supply for 6860	5
DSCHPM-Series, UHF SMART Channelized Transmit Power Monitor	2
DSCHPM-Series, 7/800MHz SMART Channelized Transmit Power Monitor	1
GPS ANTENNA SECURE SYNC KIT	1
GPS ANTENNA SURGE SUPPRESSOR	5
ICT1190-S, AC to DC Power supply, 13.8VDC, 87A	1
Low Noise Compact Tower Top Amplifier (DS7TMA17C)	1
Nokia 7705 SAR-8 (redundant components in chassis)	3
Omnistack switch 6860 with Advance Routing License	5
POWER CORD,18-3,10A,125V,7.5 FT	17
RECTIFIER, ESURE, 2000W, 48VDC	7
SECURESYNC 1x10MHz & 1x 1PPS GPS/OCXO 48/24VDC	2
SIGNAL SELECTOR AMPLIFIER 10 MHZ/1PPS X 8 SAS-17E	2
UHF Omni Antenna, 8 dBd Gain, Low-PIM/Hi-PIP (DS4F08P36U-D)	1

Figure A-1.5-11. UHF/800 MHz Trunked Radio System Spares

MICROWAVE SYSTEM	QTY
RFU, MP, IRU600v4 IF TR, 5.8-L6-U6 GHz, 5725-7125 MHz with TIM	1
RFU, EHP, IRU600v4 IF TR, L6 GHz, 5925-6425 MHz with TIM	1
RFU, EHP, IRU600v4 IF TR, U6 GHz, 6425-7125 MHz	1
RFU, MP, IRU600v4 IF TR, 10.5-11 GHz, 10150-11700 MHz with TIM	1
FAN TRAY KIT, IRU600v4 (2 Fan Trays per Kit)	1
ECLIPSE, INTELLIGENT NODE UNIT 2RU, INC IDCE, FAN, NCCV2, HIGH OUTPUT	1
NODE PROTECTION CARD, HIGH OUTPUT	1
RAC 7X, QPSK-4096QAM, XPIC, ACM (EXR-700-001)	1
DAC GE3 GIGABIT ETHERNET SWITCH CARD	1
NETWORK CONVERGENCE MODULE (NCM) (EXD-400-002)	1
ECLIPSE, DAC 16XE1/DS1 V3, PROTECTABLE (EXD-161-002)	1
DAC 3XE3/DS3M, MUXED TO E1/DS1 BUS	1
XCVR ELECTRICAL SFP, GE3 ONLY, W/LOS 3V3 COM (ABCU-5700RZ)	1
SFP OPT GIGE 1310nm SMF LC 10KM 0 to 70C (SP-GB-LX-CNFM)	1

MICROWAVE SYSTEM	QTY
ECLIPSE, FAN CARD V2	1
ANTENNA, L6/U6 GHZ, 1.8 M (6FT), VALULINE, HP, HIGH XPD, REMOTE MOUNT, DISH (STD: GRAY), 5.925-7.125, RADOME (STD: GRAY), CPR137G, DUAL POL., CLASS III/FCC101A, SINGLE PIECE REFLECTOR, 200 KMPH, 180 KMPH (HX6-6W-6GR)	1

Figure A-1.5-12. Microwave System Spares

DISPATCH CONSOLE EQUIPMENT	Qty
Console Position	1
Headset Jackbox	2
HEADSET MICROPHONE PTT AND AMPLIFIER CONTROLLER	1
HEADSET MICROPHONE ASSY	1
Monitor, 24" LCD	1

Figure A-1.5-13. Dispatch Console System Spares

A-1.5.4.2. Test Equipment

The following is a list of test, measurement, calibration, and repair kits to be provided to the County:

- | | |
|---|--|
| 1. 100 MHz Scope, DT | 13. Dummy load and RF cables |
| 2. 3 Amp power supply | 14. Field repair kits by band |
| 3. 30 Amp (minimum) power supply | 15. Modulation analyzer |
| 4. Audio analyzer | 16. Oscilloscope, dual channel |
| 5. Audio counter | 17. P25-compatible digital communication analyzers |
| 6. Audio signal generator | 18. RF counter |
| 7. DC voltmeter, high impedance | 19. RF return loss bridge |
| 8. Desoldering station | 20. RF spectrum analyzer |
| 9. DiagnostX UHF DX-2002 Over-the-Air Waveform Analyzer | 21. RF voltmeter |
| 10. DiagnostX UHF NX-200 Remote Receiver | 22. Service Monitor |
| 11. Digital multi-meter | 23. Speaker load, 16 ohm |
| 12. Digital VOM | 24. Time domain reflectometer |
| | 25. TIMS (transmission impairment measuring) set |
| | 26. Wattmeter |

The following equipment to test the microwave system to be provided to the County:

- Power meter, dual channel average, power range -70 to +44 DBM, frequency range 9 KHZ to 110 GHZ, type N female connector, 50 OHM, 8.5" width, 3.5" height, 13.7" depth (N1914A)
- VGA, trigger in/out, front, and rear USB port options for N1914a (n1914a-201)
- Power sensor, 10MHZ-18GHZ, USB average thermocouple (U8481A)
- Power sensor, average thermocouple, 10MHZ-18GHZ, power range -5 to +44 DBM, N-type male, 83 mm width, 114 mm height, 283 mm length (N8481B)

- TE, diode power sensor, 10MHZ- 18GHZ, -70 to -20 DBM (8481D)
- Coaxial attenuator, set of 4 fixed attenuator 8493C (3 DB, 6 DB, 10 DB, 20 DB), DC TO 26.5 GHZ, APC-3.5 connector (equivalent with standard SMA connector), 2 watts, male-female, 1-5/16" length x 5/16" diameter (11583C)
- Manual step attenuator, 70DB, 26.5GHZ (8495D)
- JDSU T-BERD signal analyzer for TDM and ethernet traffic (Y.1564 capable)
- Fluke 27ii industrial digital multimeters (27II)

A-1.5.5. Warranty Statement

E.F. Johnson Company (“JVCKENWOOD”) warrants to Santa Barbara County (“County”) that all new ATLAS series system equipment provided under the Agreement with products manufactured by JVCKENWOOD (“System Infrastructure”) and the Viking subscriber radios operating on the System Infrastructure (“Subscriber Equipment”) that operate on the System Infrastructure (collective, the “Products”) are free from defects in material and workmanship and will conform to JVCKENWOOD’s published technical specifications during the warranty period. The warranty program start date for Subscriber Equipment is upon delivery to the County, and for System Infrastructure is the earlier of: (i) Final System Acceptance; or (ii) Beneficial Use by the County. The respective warranty end dates are two (2) years from the above warranty program start date for System Infrastructure and three (3) years for Subscriber Equipment (“Warranty Period”). JVCKENWOOD shall pass through all respective warranties and warranty statements provided for equipment not manufactured by JVCKENWOOD, and any such equipment shall carry the original equipment manufacturer’s warranty attached hereto or otherwise. For the avoidance of doubt, should there be conflicting terms between such warranty statements and the remainder of Exhibit A, the terms of Exhibit A shall govern. JVCKENWOOD makes no warranty as to, and specifically disclaims liability for, availability, range, coverage, grade of service or operation of the repeater system provided by the carrier or repeater operator.

Hardware Warranty: If any Product fails to meet the warranty set forth above during the applicable Warranty Period and is returned to a location designated by JVCKENWOOD, JVCKENWOOD, at its option, shall either repair or replace such defective Product, directly or through an authorized service agent, within JVCKENWOOD’s standard repair times. No Product may be returned without the prior written authorization from JVCKENWOOD. JVCKENWOOD will pay the shipping charges if the Product is repaired or replaced under warranty. Repair or replacement of Products as set forth in this paragraph fulfills any and all warranty obligations on the part of JVCKENWOOD.

Software Maintenance: If any Software fails to meet the warranty set forth above during the applicable Warranty Period, the County must notify JVCKENWOOD in writing before the expiration of the Warranty Period. Whether Software defects occur will be determined solely upon reference to JVCKENWOOD’s published operational and technical specifications as of the date of shipment, and to any additional technical documentation incorporated into the mutually agreed-upon Agreement. JVCKENWOOD does not warrant that the use of the Software will be uninterrupted or error-free or that the Software will meet particular (other than contractually agreed-upon) requirements. Upon receipt of such notice, JVCKENWOOD will investigate the warranty claim. If this investigation confirms a valid warranty claim, JVCKENWOOD will, at its option and at no additional charge to the County, repair the defect, replace the defective Software or individual Product in which the Software is embedded for which it is provided. If the investigation indicates that the warranty claim is not valid, then JVCKENWOOD may invoice the County for responding to a claim on a time and materials basis using JVCKENWOOD’s then current labor rates. Any repaired or replaced Software or Software Products shall be warranted for the remainder of the original Warranty Period or for thirty (30) days from the County’s receipt of the repaired or replaced Software, whichever is longer.

Exclusions: This warranty is void and JVCKENWOOD shall not be obligated to replace or repair any Products and/or Software if: (i) the Product and/or Software has been used in other than its normal and customary manner; (ii) the Product and/or Software has been subject to misuse, accident, neglect or damage or has been used with other than JVCKENWOOD approved accessories and equipment or has been improperly installed; (iii) the Products and/or Software have been repaired, installed and/or maintained by individuals who have not followed JVCKENWOOD's then current installation or maintenance procedures and/or who are not trained and certified by JVCKENWOOD on the Products and/or Software; (iv) unauthorized alterations or repairs have been made or unapproved parts have been used with the Product and/or Software; or (v) County failed to notify JVCKENWOOD or JVCKENWOOD authorized service agent of the defect during the applicable Warranty Period.

THE AFORESAID WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED AND IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EFJOHNSON AND CUSTOMER AGREE THAT CUSTOMER'S EXCLUSIVE REMEDY FOR ANY BREACH OF ANY SAID WARRANTIES IS AS SET FORTH ABOVE. CUSTOMER AGREES THAT IN NO EVENT SHALL EFJOHNSON BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, OR EXEMPLARY DAMAGES WHETHER ON THE BASIS OF NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. THE TOTAL LIABILITY OF EFJOHNSON ON ANY AND ALL CLAIMS SHALL NOT EXCEED THE PRICE ALLOCABLE TO THE PRODUCTS OR SERVICES GIVING RISE TO THE CLAIM. The purpose of the exclusive remedies set forth above shall be to provide County with repair or replacement of non-complying Products or Software in the manner provided above. These exclusive remedies shall not be deemed to have failed of their essential purpose so long as JVCKENWOOD is willing and able to repair or replace non-complying Products or Software in the manner set forth above.

A-1.5.6. Software License Agreement

WARNING: If you elect to use the Equipment, you agree to be bound by this Software License Agreement.

1. Limited License. If the County elects to use the Products, County agrees to be bound by the terms and conditions set forth in this Software License Agreement. For any software provided by JVCKENWOOD loaded on the Products and sold to the County (the "Software"), JVCKENWOOD hereby grants to County a personal, non-exclusive, non-transferable, non-assignable (by operation of law or otherwise), terminable license to use the Software on the terms and subject to the conditions contained herein with the exception of software developed by a manufacturer other than JVCKENWOOD ("third-party software manufacturer") pursuant to a third-party license agreement as set forth herein or otherwise. Such third-party software manufacturer may be a beneficiary of this Software License Agreement if required under such third-party license agreement. County shall not have the right to sublicense, rent, lease, copy, modify, reverse engineer, disassemble, decompile or otherwise transfer the Software, except as provided herein. The license granted herein authorizes County to use the Software for its own internal purposes and only in connection with the use of the Products. County agrees not to use the Software for any other purpose or install the Software on any replacement or additional computer or equipment. JVCKENWOOD prohibits (a) the use of the programs for rental, timesharing, subscription service, hosting or outsourcing; (b) the removal or modification of any program markings or any notice of proprietary rights; (c) the County from making the programs available in any manner to any third party for use in any third party's business operations. County shall not exercise any rights with respect to the Software that are not expressly granted herein.

2. Maintenance; New Releases; Copies. Provided County is current in its payment of software maintenance fees, County shall be entitled to receive any error or bug fixes provided by JVCKENWOOD as part of the software maintenance. Maintenance shall be provided in accordance with the JVCKENWOOD maintenance policy. JVCKENWOOD may, but has no obligation to do so, offer for an additional license fee new features or enhancements to the Software. County shall not copy, print, disassemble, modify, distribute, translate, reverse engineer or reproduce all or any portion of the Software or related documentation; provided that County shall be entitled to make two (2) copies for back-up purposes only and not production use of the portions of the Software provided to County.

3. Proprietary Rights. County acknowledges that (a) the Software, including each program or system of which it is a part, and all supporting documentation and materials therefore, are the exclusive property of JVCKENWOOD and/or any third-party software manufacturer as applicable, and (b) title to and all rights to the Software, including copyright, patent, intellectual property rights, trade secret and other rights in the Software, shall remain with JVCKENWOOD and/or any third-party software manufacturer as applicable. County shall not copy, reproduce, disclose or divulge the Software to any person, except to the extent reasonably required for purposes consistent with this license to an officer, employee, independent accountant, attorney or other similar agent of County, and then only if County uses the same degree of care, but no less than a reasonable degree of care, that County uses to protect the confidentiality and title thereto of its own confidential or proprietary information of a like nature. County shall not publish any results of benchmark tests run on the programs. County acknowledges JVCKENWOOD's right to seek equitable relief, including an injunction in the event of any breach or threatened breach by County of this license. Notwithstanding the foregoing, County shall have the right

to disclose the Software to the extent required by a governmental agency or court with appropriate jurisdiction, provided that County notifies JVCKENWOOD in writing of the need to so disclose in advance of such disclosure. County agrees that if any use of the Software comes to County's attention which, in its opinion is unauthorized, County shall promptly notify JVCKENWOOD of such unauthorized use. County, however, shall be under no affirmative obligation to make investigations to determine if an unauthorized use has occurred. In addition to the system key and encryption keys (and any programming materials or documents foregoing, County acknowledges and agrees that, in order to protect the privacy of its radio system, it shall treat its encryption key and/or Multi-Net containing such keys) as highly confidential information and not disclose such keys to any third party unless such third party is subject to obligations of confidentiality in favor of County.

4. Warranty of Title. JVCKENWOOD warrants that it has good title to the Software or the right to license the same hereunder and that, to the best of JVCKENWOOD's knowledge, the Software does not infringe upon any valid U.S. patent issued prior to the date of the Agreement. Subject to the terms of this license, JVCKENWOOD will defend, at its expense, any action brought against County to the extent it is based on a claim that the Software, used within the scope of this license, infringes upon any such U.S. and Canadian patent, but only if (a) County promptly notifies JVCKENWOOD in writing of any such claim or proceeding, (b) County permits JVCKENWOOD to fully control the defense of such action, (c) County fully cooperates with JVCKENWOOD in connection with such defense, (d) County does not compromise or settle any claim without the prior written consent of JVCKENWOOD and (e) the infringement does not relate to any (i) modifications to the Software made other than by JVCKENWOOD, (ii) modifications made to County's specifications or (iii) use of the Software in combination with any equipment or products not manufactured by JVCKENWOOD. JVCKENWOOD shall have no other or further obligation or liability with respect to any claim of infringement or for breach of its warranty of title. If any part of the Software becomes, or if JVCKENWOOD considers any of the Software likely to become, subject to a claim of infringement, JVCKENWOOD may in its sole discretion (a) procure for County the right to continue using such Software, (b) replace or modify the Software to make it non-infringing, refund the paid purchase price of the Equipment upon return of the Equipment upon return of the Equipment in undamaged condition, or (c) take such other action as is necessary and feasible to maintain County's use of the Software.

5. Limited Operational Warranty. JVCKENWOOD warrants the Software in accordance with its then current applicable warranty statement.

6. Term and Termination. This license shall become effective as of the date of the initial shipment of the Equipment and shall remain effective thereafter so long as County owns and operates the Equipment in accordance with the terms of this Agreement; provided that, this license and all County's rights under this license shall be deemed to automatically terminate upon the cancellation, breach or termination of the Agreement. Immediately upon such termination, County shall cease use of the Software and either return to JVCKENWOOD or destroy the original and all copies of the Software and, if requested by JVCKENWOOD, certify in writing that the Software has been so destroyed.

7. Export. County will fully comply with all relevant export laws and regulations of the United States, Canada and other applicable export and import laws to assure that neither the programs, nor any direct product thereof, are exported, directly or indirectly, in violation of applicable laws.

8. Audit. County grants JVCKENWOOD the right to audit the use of the programs, and may require the County to provide reasonable assistance and access to information in the course of such audit and allows JVCKENWOOD to report the audit results to third-party software manufacturers of the Software if applicable.

THE FOREGOING LIMITED OPERATIONAL WARRANTY, OTHER THAN THE WARRANTY SET FORTH IN SECTION 4 ABOVE, IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY LIABILITY OF JVCKENWOOD OR ANY THIRD-PARTY SOFTWARE MANUFACTURER RELATED TO THE SOFTWARE FOR ANY CAUSE WHATSOEVER AND WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, SHALL BE LIMITED TO THE DIRECT AND ACTUAL DAMAGES INCURRED BY COUNTY, TO THE EXTENT RECOVERABLE BY LAW AND, IN NO EVENT, SHALL SUCH DAMAGES EXCEED THE PORTION OF THE PURCHASE PRICE OF THE EQUIPMENT WHICH IS ALLOCATED TO THE SOFTWARE ACCORDING TO JVCKENWOOD'S PRICING POLICIES. UNDER NO CIRCUMSTANCES SHALL JVCKENWOOD OR ANY THIRD-PARTY SOFTWARE MANUFACTURER BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL OR DAMAGES OF ANY KIND, EVEN IN THE EVENT THAT JVCKENWOOD IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER JVCKENWOOD NOR ANY THIRD-PARTY SOFTWARE MANUFACTURER SHALL BE LIABLE FOR ANY LOSS OF PROFITS, REVENUE, DATA OR DATA USE, ARISING FROM THE USE OF THE PROGRAMS. THIS SOFTWARE LICENSE EXCLUDES THE APPLICATION OF THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT.

A-1.5.7. Third-Party Warranty Statements

AviatCare

Maintenance and Service Descriptions

Table of Contents

- 1. AviatCare Maintenance Services Coverage2
- 1.1. Service Level Support Summary 2**
- 2. SERVICE LEVEL SUPPORT DESCRIPTION2
- 2.1 Repair Services..... 3**
- 2.2 Advance Replacement 5**
- 2.3 Repair Logistics Program (RLP)..... 7**
- 2.4 Remote Technical Support 24 X 7 7**
- 2.5 Service Request Severity Classifications 8**
- 3. PAY-PER-INCIDENT SERVICES & PRICING9
- 4. AVIAT NETWORKS CONTACTS9
- 5. ADDITIONAL TERMS AND CONDITIONS..... 10
- 5.1 SCOPE OF SERVICES10**
- 5.2 PRICES/PAYMENT/TAXES/SHIPPING11**
- 5.3 EXPORT AND RE-EXPORT RESTRICTIONS11**
- 5.4 EXPORT DOCUMENTS12**
- 5.5 EXCUSABLE DELAY12**
- 5.6 TERMINATION.....12**
- 5.7 ASSIGNMENT.....13**
- 5.8 GOVERNING LAW, VENUE AND JURISDICTION13**
- 5.9 ENFORCEABILITY13**
- 5.10 LIMITATION OF LIABILITY13**
- 5.11 COMPLIANCE WITH LAW13**
- 5.12 ENTIRE AGREEMENT.....13**
- 6. SIGNATURES 14

1. AviatCare Maintenance Services Coverage

1.1. SERVICE LEVEL SUPPORT SUMMARY

The following table summarizes the Service Level Support that will be delivered to customer.

ITEM	SUPPORT ELEMENT	DESCRIPTION	SLA TARGET
2	Access to Aviat Networks Customer Online Technical Support Site	Provides for self-serve on-line access and support for a variety of services such as RMA requests and Technical Support.	24 x 7
2.1	Repair Services	Covers repair or replacement of covered FRU's beyond the manufacturer standard equipment warranty period. Please note unless otherwise agreed within this Agreement the following Turnaround times represent our commitments: North America: - Currently manufactured products – 20 Calendar days	Varies (see Section 2.1), unlimited quantities
2.2	Advance Replacement	Provides advance replacement of an FRU prior to receiving the defective FRU at one of our Customer Support Centers for repair. When included within one of our maintenance programs the total number of requests received for advanced replacement units cannot exceed ten percent (10%) of the total number of Repair Service transactions during the coverage period without additional charges being incurred by the customer. NOTE – If defective FRU is not received within 30 days of RMA issuance customer will be charged the then current list price for the unit, in addition to the Advanced Replacement charges, if any. Aviat Networks is not responsible for any delays in delivery related to freight or courier delays, export or customer regulations or processes. - Standard Advanced replacement – 5 business days	Based on availability and regional shipping restrictions
2.3	Repair Logistics Program	Aviat Networks shall provide free freight to the Customer for all Units returned via the Aviat Networks Repair Logistics Program (RLP). Upon RMA request, Aviat Networks will dispatch the appropriate courier to the customer's facility to pick-up the defective Units. When the repaired or replacement unit is ready Aviat Networks will dispatch appropriate courier to the customer's facility to deliver the replaced/repaired unit.	See Section 2.3
2.4	Remote Technical Support 24/7	Service requests (SR's), remote technical support, and troubleshooting support, material dispatch service and general customer help desk.	24 x 7 Unlimited number of SRs

2. SERVICE LEVEL SUPPORT DESCRIPTION

Access to Aviat Networks Customer Online Technical Support Site

The Customer will have access to the Aviat Networks Customer Online Technical Support web site 24/7 for a variety of tools and support services. Those tools/services include:

1. RMA Request & Status Updates.
2. RMA Reporting such as repair turnaround time performance.
3. Technical Support such as Service Request opening, reporting and status.
4. Information databases such as technical notes, frequently asked questions, solutions for commonly asked technical or operational issues.
5. Software Downloads.

URL: <http://www.aviatcloud.com>

2.1 REPAIR SERVICES

Repair services are available to the Customer during the standard manufacturing equipment warranty period. This includes any repair or replacement of defective units during the stated warranty period. There may be additional charges during the warranty period for this service if customers are found to be returning a high level of NFF units, require advanced replacements, or send in a non-repairable unit. Prior to the warranty period expiring, customers may procure ongoing access to this support service through the purchase of an extended warranty program or through one of our maintenance support offerings. Otherwise the Repair service is made available for out of warranty products through a Per Incident billing process that can be enabled through our regional RMA Desk. See further details on how repair services are provided below.

All equipment under this specific Maintenance Level Agreement will be covered with our standard Repair / Replace policy. There is no limit to the number of units returned for repair but customer is subject to the same limitations for No Fault Found (NFF), damaged beyond repair units, non-returned Advanced replacement units where additional charges may apply:

- a) **Repair Center Support.** Customer shall place all RMA requests at the following link: https://aviatcloud.com/rma_tracking.asp. This link is available for use 24 hours a day, 7 days a week. Customers can also email or fax RMA requests to the appropriate Aviat Networks Repair Center. Aviat Networks will typically fax or email a confirmation with an RMA reference number within one (1) business day. Requests can also be made via telephone during such Aviat Networks Repair Center's Business Hours.

In order for Aviat Networks to process an RMA request, the customer must provide the following information:

- Company name;
- Shipping and billing address;
- Part Number;
- Serial Number of the defective unit(s)
- Unit software load;
- Description of the suspected failure;
- Whether any special requirements exist;
- Maintenance Level Agreement contract number (if applicable); and
- Provide a purchase order at the applicable price for billable requests. Billable requests include any request for express service regardless of warranty status. Contact your local Aviat Networks Repair Center for price information.

- b) **Turnaround Time.** Aviat Networks will provide a Turnaround time on repair as per the following:

- 20 Calendar Day turnaround time on Aviat Networks manufactured equipment
- 45 Calendar Day turnaround on Aviat Networks Manufactured Discontinued equipment

- c) **Turnaround Time Calculation.** Turnaround time is measured from the time that a Returned Unit is received at the Aviat Networks Repair Center, which will be advised at time of issuing a RMA, until the time that it is shipped from the Aviat Networks Repair Center. Thus, the measurement of turnaround time does NOT begin when the Returned Unit is shipped from Customer's premises and does NOT include the shipping time accrued after the Returned Unit is shipped from the Aviat Networks Repair Center to Customer's premises. Additionally, Turnaround time will not be guaranteed in the following situations:

- If more than five (5) Units of the same type or more than ten (10) Units of any type are received at the same time.
- Missing information such as failure details, return shipping address, shipping instructions and/or any other information that may affect the start of the repair process of the shipment of the Returned Unit as the repair completed.
- Any Returned Unit is deemed No Fault Found.

- Any Returned Unit received due to any of the reasons listed in the Exclusions from Repair & Return Clause of this Section.
 - Any Returned Unit received improperly packaged and therefore sustained physical or electrostatic damage in shipping.
 - Returned Units placed in Isolation.
 - Event of Excusable Delay as described under the Excusable Delay Clause of the Additional Terms & Conditions Section of this Agreement.
- d) **OEM.** For OEM, repair turnaround times are set by the OEM supplier. Aviat Networks close working relationship with OEM suppliers assures the best possible turnaround time. These times will be communicated to customer at time of RMA issuance.
- e) **Packaging and Shipping Procedures.** Both Aviat Networks and the Customer are obligated to ensure that all deliveries are packaged in such manner as to achieve suitable mechanical and environmental protection during storage, handling and transport to the delivery address. Electrostatic Discharge (ESD) precautions should be followed during handling and packaging of all Units delivered. For each consignment of Units shipped to Aviat Networks, the Customer must provide a detailed Packing List and Commercial (Proforma) Invoice to support the delivery. Each Commercial Invoice must clearly state the full description, the value of each Unit and the RMA Number. Once a Unit has been repaired and shipped to the Customer at the address provided by the Customer upon RMA request, Aviat Networks will send a pre-alert notification to the Customer comprising a faxed copy of the Commercial Invoice and Airway Bill Number pertaining to the shipment.
- f) **Exclusions from Repair & Return.** The services to be rendered by Aviat Networks under this Agreement shall not comprise any damage, defects, malfunctions or failures caused by one or more of the following:
- Damage caused by mishandling, customer or third-party negligence, abuse or operation outside the Aviat Networks environment specifications, or due to a cause not solely attributed to Aviat Networks.
 - Modifications, alterations, or repairs made other than by Aviat Networks.
 - Damages by persons other than Aviat Networks or its authorized service providers.
 - Any modification, removal or obliteration of a serial number or other identifying mark or any attempts thereof other than by Aviat Networks' authorized personnel.
 - Damage that occurs during shipment from the Customer premises to Aviat Networks' premises outside the RLP (if applicable).
 - Installed, stored, used, handled or maintained contrary to Aviat Networks' written instructions.
 - Used in conjunction or combination with third-party material or equipment without the consent of Aviat Networks.
 - Units returned for repair where there has been misuse, neglect, power failures, surges, accident or acts of nature such as fire, lightning strikes or flood.

Repairs necessitated during the Agreement period by any of the above causes may be made by Aviat Networks, and the Customer shall pay Aviat Networks' standard charges for time and materials, together with all shipping and handling charges arising from such repairs.

- g) **Stockpiling of Failed Units.** The Customer agrees to obtain an RMA Number for all failed Units from an Aviat Networks Repair Center immediately following a failure and return the Units for repair immediately after receipt of the RMA Number from Aviat Networks. The customer agrees that this Agreement will not apply retrospectively to cover any Units failed and in the Customer's possession

prior to the execution date of this Agreement, and will not apply to any Units for which RMA Numbers had already been obtained from Aviat Networks prior to the date of execution of this Agreement. Following execution of this Agreement the Customer agrees not to stockpile failed Units and accepts that Aviat Networks will not be required to meet the Turnaround Times outlined in this Agreement if the Units are not returned to Aviat Networks on receipt of an RMA Number or if they are stockpiled.

- h) **No Fault Found Fee.** If the number of Returned Units that the Customer reports are defective, but are thereafter tested by Aviat Networks and found to meet the applicable Aviat Networks Product specifications, exceeds ten percent (10%) of the total number of Returned Units received by Aviat Networks from the Customer during each year of the Support period, then Aviat Networks will charge the Customer the then-current No Fault Found inspection fee for each such non-defective Returned Units in excess of such ten percent (10%).
- i) **Damaged Beyond Repair.** Returned Units that Aviat Networks (in its sole discretion) determined are damaged Beyond Repair or have been repaired (or otherwise modified) by a party other than Aviat Networks will be placed in Isolation. The Customer shall be advised by fax or e-mail, within ten (10) days working days, of the nature and extent of the damage. The Customer shall be responsible for informing Aviat Networks of the next course of action. If the Customer decides to replace the Unit(s), they must follow the usual purchasing process. Note: If the Returned Unit is no longer in current manufacture and/or is OEM, Aviat Networks will not guarantee availability of a Unit for sale.

2.2 ADVANCE REPLACEMENT

Advance Replacement provides the Customer with shipments of a limited number of Units intended as an advanced replacement of Returned Units, upon the Customer's request. The service encompasses the following:

- a) **Repair Center Support.** Customer shall place Advance Replacement requests at the following link: https://aviatcloud.com/rma_tracking.asp. This link is available for use 24 hours a day, 7 days a week. Customers can also email or fax the RMA request to the Aviat Networks Repair Center. Aviat Networks will typically fax or email a confirmation with an RMA Number within one (1) business day. Requests can also be made via telephone during such Aviat Networks Repair Center's Business Hours.
- b) **Packaging and Shipping Procedures.** Both Aviat Networks and the Customer are obligated to ensure that all deliveries are packaged in such manner as to achieve suitable mechanical and environmental protection during storage, handling and transport to the delivery address. Electrostatic Discharge (ESD) precautions should be followed during handling and packaging of all Units delivered. For each consignment of Units shipped to Aviat Networks, the Customer must provide a detailed Packing List and Commercial (Proforma) Invoice to support the delivery. Each Commercial Invoice must clearly state the full description, the value of each Unit and the RMA Number. Once a Unit has been repaired and shipped to the Customer at the address provided by the Customer upon RMA request, Aviat Networks will send a pre-alert notification to the Customer comprising a faxed copy of the Commercial Invoice and Airway Bill Number pertaining to the shipment.
- c) **Returned Unit.** If this Agreement entitles the Customer to the RLP Program and the Customer elects to use it for the Returned Unit, the Customer will be invoiced for the List Price of the Advance Replacement Unit(s) if Aviat Networks does not receive notification to pick-up the pertinent Returned Unit, at most, ten (10) days after Customer's receipt of the Advance Replacement Unit. In the event that the Customer is not entitled to the RLP Program or the Customer elects to return the Returned Unit to Aviat Networks via a freight forwarder outside of the RLP Program, the Customer will be invoiced for the List Price of the Advance Replacement Unit if Aviat Networks does not receive the pertinent Returned Unit at the Aviat Networks Repair Center within, at most,

thirty (30) days after receipt of the Advance Replacement Unit. The Returned Unit will become the property of Aviat Networks. The Customer agrees that the Returned Unit must be repairable and does not fall into any of the categories listed in the Exclusion from Advance Replacement clause.

- d) **Exclusion from Advance Replacement.** The services to be rendered by Aviat Networks under this Agreement shall not comprise any damage, defects, malfunctions or failures caused by one or more of the following:
- Damage caused by mishandling, customer or third-party negligence, abuse or operation outside the Aviat Networks environment specifications, or due to a cause not solely attributed to Aviat Networks.
 - Modifications, alterations, or repairs made other than by Aviat Networks.
 - Damages by persons other than Aviat Networks, or its authorized service providers.
 - Any modification, removal or obliteration of a serial number or other identifying mark or any attempts thereof other than by Aviat Networks' authorized personnel.
 - Damage that occurs during shipment from the Customer premises to Aviat Networks' premises outside the RLP (if applicable).
 - Installed, stored, used, handled or maintained contrary to Aviat Networks' written instructions.
 - Used in conjunction or combination with third-party material or equipment without the consent of Aviat Networks.
 - Units returned for repair where there has been misuse, neglect, power failures, surges, accident or acts of nature such as fire, lightning strikes or flood.
- e) **No Fault Found Fee.** If the number of Returned Units that the Customer reports are defective, but are thereafter tested by Aviat Networks and found to meet the applicable Aviat Networks Product specifications, exceeds ten percent (10%) of the total number of Returned Units received by Aviat Networks from the Customer during each year of the Support period, then Aviat Networks will charge the Customer the then-current No Fault Found inspection fee for each such non-defective Returned Units in excess of such ten percent (10%).
- f) **Limits.** Customer is entitled to receive a limited number of Advance Replacement Units per year. This number is not to exceed ten percent (10%) of the total Repair & Return requests during that year. Accrued Advance Replacement Units that have not been requested by the Customer may not be carried over to the next year. Additional Advance Replacement Units will be provided at Aviat Networks' then current prices, terms and conditions.
- g) **Unavailability.** If an Advance Replacement Unit is not available, then Aviat Networks will repair the Returned Unit within a mutually agreed Turnaround time. Customer agrees that repair of the Returned Unit shall be Aviat Networks' sole obligation, and the Customer's sole remedy, if an Advance Replacement Unit requested by the Customer is not available.
- h) **Turnaround Time Commitments.** Standard Advanced Replacement service ensures customer will receive a comparable unit to the one being returned within 3 to 5 business days from date of RMA. If customer requires a replacement unit in a shorter period of time there is an added charge for this and based on replacement unit availability will be delivered on a next business day basis. Customer will be informed at time of RMA request whether this service can be provided or not depending on component availability.

2.3 REPAIR LOGISTICS PROGRAM (RLP)

Aviat Networks shall provide free freight to the Customer for all Units returned via the Aviat Networks Repair Logistics Program (RLP). In the event that the Customer returns Units to Aviat Networks via a freight forwarder outside of this Program, all freight expenses and damage liability will be the responsibility of the Customer. Aviat Networks is responsible for all tariffs, duties, or taxes associated with importing Units for repair. After the repair, the Units shall be returned to the Customer DDU (Delivered Duty Unpaid) Customer's premises (Incoterms 2000). To implement the return of a Unit via this Program the Customer shall request an RMA for the Unit using the link in the Repair Services or Advance Replacement Sections or the contact information as listed in the Aviat Networks Contacts Section.

- a) **Liability of Units Damaged During Shipping.** Aviat Networks will assume responsibility for insuring the Units against loss or damage that is moving via the RLP. The Customer shall examine the condition of all shipments returned from Aviat Networks via the RLP at the time of delivery. Visible signs of damage shall be brought to the attention of the carrier and the contents shall be examined for damage immediately. Aviat Networks will not be liable for any direct reports by the Customer for Units that are found to be damaged upon receipt by the Customer that are made over seven (7) days after the Units have been delivered. Units damaged through transit shall be returned for repair at Aviat Networks through the normal return process. Damage or loss incurred to Units shipped to Aviat Networks by the Customer outside the RLP shall be the responsibility of the Customer.

2.4 REMOTE TECHNICAL SUPPORT 24 X 7

Customer 24 X 7 Remote Support

24 X 7 Remote Support provides around-the-clock (24 X7) telephone access to Aviat Networks' Technical Assurance Center in order to resolve Critical Service Requests, Major Service Requests, Minor Service Requests and Inquiry Service Requests.

- a) **Telephone Number.** Customer may contact Aviat Networks' Technical Assistance Center (TAC) regarding such Service Requests via telephone at any time during normal business hours. **OR** Customer may contact Aviat Networks' Technical Assistance Center (TAC) regarding such Service Requests via telephone at any time during the day or night. For night support services (after business hours in the local time zone), Aviat Networks will handle all such requests that are Critical or Major that the Customer reasonably categorizes as being High Priority. In addition with this service customer can pre-schedule after hours support when doing a new software installation or a network upgrade related to covered equipment.
- b) **Rapid Response Time.** Aviat Networks will route Critical Service Requests to the appropriate TAC subject matter expert within fifteen (15) minutes of call receipt.
- c) **Service Request Number.** Aviat Networks will assign, to each Service Request, a number that will be logged, tracked and stored in our Case Management database.
- d) **Service Request Management.** Aviat Networks will dedicate continuous attention to Critical and Major Service Requests until service is restored or request is closed. Aviat Networks will work to resolve the Service Request until Customer accepts the proposed solution, at which point the TAC will close the Service Request.
- e) **Documented Escalation Procedures.** Aviat Networks will implement internal escalation and notification procedures in order to facilitate the timely resolution of Service requests by a TAC Engineer with an adequate level of expertise. The technical support process includes rigid managerial escalations that are intended to facilitate the appropriate handling of recovery efforts and Customers being regularly updated on the status of the Service Request. Additional

information on this escalation process is available in our Global Network Service Customer Support guidelines document available on our website at www.aviatnetworks.com.

- f) **Service Request Submission.** Under this Agreement, there is no limit to the number of Service Requests that Customer may submit for resolution. Customer may also define and authorize specific users within its organization to have access to this Service Request Submission Service. To ensure appropriate management of this support Aviat Networks has implemented a Support Assurance Program where an Express PIN will be assigned to each customer which clearly identifies the level of service a customer is entitled to receive. All Service Request Submissions will require Express PIN information prior to being submitted.

2.5 SERVICE REQUEST SEVERITY CLASSIFICATIONS

There are four (4) Service Request severity classifications: (a) Critical; (b) Major; (c) Minor; and (d) Inquiry. Critical, Major and Minor Service Requests pertain to problems in the Product. Inquiry Service Requests pertain to questions about the Product or Services. The four (4) Service Request severity classifications are defined as follows:

- a) **Critical Service Requests** are those that severely affect service, traffic, billing and/or maintenance capabilities, and require immediate corrective action (regardless of the time of day or day of the week).
- b) **Major Service Requests** are those that cause conditions that seriously affect Product operation, maintenance and/or administration, and require immediate attention. The urgency is less than in Critical Service Requests because of a lesser immediate or impending effect on Product performance, customer and/or network operation and revenue.
- c) **Minor Service Requests** are problems that are tolerable during Product use, do not significantly impair the functioning of the Product and do not significantly affect service to customers.
- d) **Inquiry Service Requests** are questions about technical details concerning the usage or behavior of the Product.

The Services to be rendered on ProVision by Aviat Networks under this Agreement shall not comprise any services, which are required as a result of one or the more of the following:

- Customer using old versions of ProVision. The ProVision Agreement provides regular updates; Customer is required to have the current GA release or the previous GA release installed and commissioned before they can obtain Aviat Networks technical support.
- Customer's lack of basic user training. It is expected that all users will have received basic user training when the ProVision system was installed.
- Network Planning; NMS Integration; Training courses; Installation and Commissioning; On Site Support. These are separate Aviat Networks service offerings, which are not delivered under this Agreement.
- Due to the complex nature of ProVision issues, which may be network related rather than ProVision related, not all Customer-defined level three product anomalies can be rectified within the commercial bounds in which Aviat Networks operates. Aviat Networks will require that all product anomalies are reproducible, prior to the commencement of any detailed fault analysis or potential product re-engineering. Aviat Networks undertakes to provide a response on all logged product issues and will provide work-around's where possible.

3. PAY-PER-INCIDENT SERVICES & PRICING

Customer may purchase, subject to availability, one (1) or more Pay-Per-Incident Services for any Aviat Networks Product. A summary of the current pricing applicable to the Pay-Per-Incident Services is set forth further in this Section. The current pricing may be revised by Aviat Networks at any time. Pay-Per-Incident definitions, descriptions and pricing is listed and regularly updated in the Aviat Networks Global Network Service [Customer Support Guidelines](#) document located on our website, in the [Services » Aviatcare » Support Services](#) section. The Customer will be invoiced for any Pay-Per-Incident Services promptly following Aviat Networks performance thereof.

PAY-PER-INCIDENT SERVICE	PRICING APPLICABLE TO IN-WARRANTY (PER UNIT)	PRICING APPLICABLE TO MAINTENANCE CONTRACT (PER UNIT)	PRICING APPLICABLE TO OUT-OF-WARRANTY (PER UNIT)
Repair	Free of charge	Free of charge	Fixed Repair price based on the current list price of the defective unit. Contact the local Aviat Networks Repair Center.
Advance Replacement ¹	Based on list price of the unit for standard Advanced Replacement requests, Expedited Advanced Replacement is an additional \$750/FRU	Subject to terms in the Agreement – Can be no additional charge	Fixed Replacement price. Contact the local Aviat Networks Repair Center.
No Fault Found	No Charge, as long as total NFF does not exceed 10% of returns	Free of charge providing quantity does not exceed ten percent (10%) of the total number of Returned Units received by Aviat Networks from Customer during each year of the Support Period.	Standard Unit Repair price. Contact the local Aviat Networks Repair Center.
On-Site Technical Support	Varies. Based on availability, labor & related expenses. Contact local Aviat Networks Technical Assistance Center.	As per Pay-Per-Use Pricing in the Support Cost section OR Varies. Based on availability, labor & related expenses. Contact the local Aviat Networks Technical Assistance Center..	Varies. Based on availability, labor & related expenses. Contact the local Aviat Networks Technical Assistance Center.

4. AVIAT NETWORKS CONTACTS

Outlined below is the process to contact Aviat Networks once the Agreement is effect.

For Support, please contact the appropriate Support function:	
<p>NORTH AMERICA Repairs, Returns & Advance Replacements</p> <p>Toll free: (Canada/USA): 1-800-227-8332 (Option 2-1 for RMA or Option 2-2 to purchase spares)</p> <p>Direct number: 1-210-526-6345</p> <p>E-mail: CustomerCare.Americas@aviatnet.com</p> <p>Online RMA Request: https://aviatcloud.com/rma_tracking.asp</p>	<p>NORTH AMERICA Technical Support</p> <p>Toll free (Canada/USA): 1-800-227-8332 (Option1, enter PIN, press 1 to confirm PIN, then Option 1 for TAC)</p> <p>Direct number: 1-210-526-6345</p> <p>Fax: 1-210-526-6315</p> <p>E-mail: TAC.AM@aviatnet.com</p> <p>Online Technical Assistance Request: www.aviatcloud.com</p>

5. ADDITIONAL TERMS AND CONDITIONS

This agreement is between the party purchasing services described herein (the "Customer") and, for Customers located in the United States or outside of the United States, with Aviat U.S., Inc., a wholly owned subsidiary of Aviat Networks Inc. ("Aviat Networks"), with offices at 200 Parker Drive, Suite C100A, Austin, Texas 78728 (the "Agreement").

5.1 SCOPE OF SERVICES

Aviat Networks will furnish the services outlined in the [Service Level Support](#) Section of this Agreement ("**Services**") for the products for Customer as may be required from time to time for the period specified in the [Duration of Support Period](#) Section providing receipt and acceptance of the Customer's purchase order. The Services will be provided in conformity with the terms, conditions, specifications and other requirements of this Agreement and each request for Services will be governed by the terms and conditions stated herein.

The Customer must ensure that the Products to be included in this Agreement be in good operating condition prior to the commencement of this Agreement. Aviat Networks, Inc. reserves the right to inspect any and all of the Products to be included in the Agreement prior to the commencement of the Agreement, and if the Product is found to be defective, the Customer shall be responsible for the cost of repair of the defective units.

An authorization to return units to Aviat Networks under this Agreement must be obtained from an Aviat Networks representative prior to making shipment to the Aviat Networks' Repair Center. Aviat Networks warrants that each Unit that is repaired or replaced under this Agreement, shall, at the time of return to Customer, for a period of ninety (90) days thereafter or until the expiration or termination of this Agreement, whichever is longer, be free from defects in materials and workmanship. Such warranty shall not include any consumable components to which a specific manufacturer's guarantee applies. If any Unit shall prove to be defective in materials or workmanship under normal intended usage, operation and maintenance during the term of this Agreement, as determined by Aviat Networks after examination of the Unit claimed to be defective, then Aviat Networks shall repair or replace, at Aviat Networks' sole option, such defective Unit, in accordance with procedures specified herein, at no additional cost, exclusive, however, of the cost of labor by the Customer's own employees, agents or contractors in identifying, removing or replacing the defective part(s) of the Units.

Liability of Aviat Networks for breach of any and all warranties hereunder is expressly limited to the repair or replacement of defective Units as set forth in this Agreement, and in no event shall Aviat Networks be liable for special, incidental or consequential damages by reason of any breach of warranty or defect in materials or workmanship.

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES WHETHER ORAL, WRITTEN, EXPRESSED, IMPLIED, OR STATUTORY. IN PARTICULAR, THE IMPLIED WARRANTIES OF FITNESS FOR PARTICULAR PURPOSE AND MERCHANTABILITY ARE HEREBY DISCLAIMED AND SHALL NOT BE APPLICABLE EITHER FROM AVIAT NETWORKS OR ANY OTHER EQUIPMENT MANUFACTURER. AVIAT NETWORKS' WARRANTY OBLIGATIONS AND CUSTOMER'S REMEDIES THEREUNDER ARE SOLELY AND EXCLUSIVELY AS STATED HEREIN. NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS CONTRACT, UNDER NO CIRCUMSTANCES SHALL AVIAT NETWORKS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY CLAIMING UNDER CUSTOMER FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR LOSS OF CAPITAL, REVENUE OR PROFITS AS A RESULT OF A BREACH OF ANY PROVISION OF THIS CONTRACT. CUSTOMER HEREBY INDEMNIFIES AVIAT NETWORKS AGAINST ALL LOSS OR LIABILITY FROM CLAIMS BY CUSTOMER OR A THIRD PARTY ARISING OUT OF OR RELATING TO THE INSTALLATION, OPERATION, OR USE OF THE EQUIPMENT, WHETHER ON ACCOUNT OF NEGLIGENCE OR OTHERWISE. IN NO EVENT SHALL AVIAT NETWORKS' LIABILITY TO CUSTOMER, OR ANY PARTY CLAIMING

THROUGH CUSTOMER EXCEED THE LESSER OF \$100,000.00 USD OR THE ACTUAL SALES PRICE PAID BY CUSTOMER FOR ANY ITEMS SUPPLIED HEREUNDER.

EXCLUSIONS:

Except as set forth below, the following are excluded from the scope of this Agreement:

1. Repair or replacement of Products which have been subjected to:
 - damage as a result of Customer's fault, negligence, improper use or failure to maintain Products in good working order; or
 - accident (including fire, flood, storm, lightning strike, or other act of God)
2. Repair or replacement of Products furnished, modified, altered or repaired by Customer or any other third party other than Aviat Networks or its authorized agent.
3. Repair of Products that are not repairable due to lack of component availability.
4. Expedited Services such as Emergency Repair. Expedited Services may be requested and will be executed based on inventory availability only. Expedited Services will be quoted at time of service request;
5. Repair of Antenna Systems. Tower crews, and the associated dispatch/labor support, for repairing antenna systems are excluded from Warranty and Extended Warranty unless specifically identified as a purchased service option. Field support for antenna repair will be contracted by the Customer on a per incident basis.

5.2 PRICES/PAYMENT/TAXES/SHIPPING

All payments shall be made via check to the accounts specified on the invoice in advance of the commencement of each year of service/coverage. Customer shall make payment of the total amount due to Aviat Networks within thirty (30) days from the invoice date, unless otherwise specified or agreed to in writing by Aviat Networks. In the event any payment by Customer is past due, Aviat Networks reserves the right to withhold Services until such payment is received. Prices and payment terms for Services or Products not included in this Agreement, such as Emergency Repair, etc., will be established on a case-by-case basis subject to the mutual written agreement of the parties.

All prices are exclusive of all sales, use, excise, and other taxes, duties or charges. Unless evidence of tax exempt status is provided by Customer, Customer shall pay, or upon receipt of invoice from Aviat Networks, shall reimburse Aviat Networks for all such taxes or charges levied or imposed on Customer, or required to be collected by Aviat Networks, resulting from this transaction or any part thereof.

All shipments made by Aviat Networks under this Agreement are made via the methods (as applicable) outlined in the [Repair Services](#) and/or [Advance Replacement](#) Sections or the [Repair Logistics Program](#) Section (if purchased) of this Agreement. Unless instructed otherwise, Aviat Networks will arrange for standard commercial shipping. In the event Customer requires other than standard commercial shipping, Customer will be responsible for any additional costs incurred. Responsibilities regarding the export of items delivered under this Agreement are detailed in the [Export and Re-Export Restrictions](#) and [Export Documents](#) Sections below.

If payment is not made when due, Aviat Networks may assess interest on the overdue balance at the lesser of 1-1/2% per month or the maximum rate allowed by law.

5.3 EXPORT AND RE-EXPORT RESTRICTIONS

Performance and delivery of the equipment, documents, Services and Software sold or delivered hereunder are subject to export control laws and regulations of the United States, as applicable, and conditioned upon receipt of required U.S. Government licenses and approvals by Aviat Networks.

Customers shall not export or re-export Products or technical data delivered hereunder from the United States without complying with regulations of the Bureau of Export Administration of the United States Department of Commerce, as applicable. Customers shall not re-export the Products and technical data delivered hereunder from the country of delivery or to any facility engaged in the design, development, stockpiling, manufacturing or use of missile, chemical or biological weapons without fully complying with the regulations of the above United States government agencies. Customer warrants that it will comply with the United States Foreign Corrupt Practices act of 1997, as amended. Customer shall defend, indemnify and hold Aviat Networks harmless from and against any loss, damage, or liability arising out of Customer's failure to comply with this Section.

5.4 EXPORT DOCUMENTS

Customer shipments, under this Agreement, to Aviat Networks shall be made via the methods (as applicable) outlined in the [Repair Services](#) and/or [Advance Replacement](#) Sections or the [Repair Logistics Program](#) Section (if purchased) of this Agreement. Customer shall be responsible for insurance and for clearing incoming Products through customs in their country.

Customers shall be responsible for obtaining any necessary import licenses into the country of delivery. Aviat Networks shall provide certificates of delivery, affidavits of origin, and other information under its control which is necessary for Customer to import Products.

Customers shall provide all information, certificates and Letters of Assurance necessary for Aviat Networks to obtain any export licenses required for Aviat Networks to export Products out of the country for repair, as applicable. Aviat Networks shall be responsible for selection and/or approval of freight forwarder(s). In the event that Customer wishes to utilize a freight forwarder that is not acceptable to Aviat Networks, Customer shall be the shipper of record and shall be responsible for obtaining required export licenses which shall be in the name of the Customer.

5.5 EXCUSABLE DELAY

Aviat Networks shall be excused from performance under this Agreement and not be liable to Customer for delay in performance attributable in whole or in part to any cause beyond its reasonable control, including but not limited to, actions or inactions of government whether in its sovereign or contractual capacity, judicial action, war, civil disturbance, insurrection, sabotage, act of a public enemy, labor difficulties or disputes, failure or delay in delivery by Aviat Networks' suppliers or subcontractors, transportation difficulties, shortage of energy, materials, labor or equipment, accident, fire, flood, storm or other act of God, or Customer's fault or negligence, or where compliance with any applicable environmental law or regulation by Aviat Networks is not reasonably technologically or economically feasible, or would otherwise require Aviat Networks to change its manufacturing process. ("Excusable Delay").

In the event of an Excusable Delay, Aviat Networks shall make reasonable efforts to notify Customer of the nature and extent of such a delay and Aviat Networks (i) will be entitled to a schedule an extension on at least a day-for-day basis, and (ii) in the event the delay is caused by Customer's fault or negligence, Aviat Networks will be also entitled to an equitable adjustment in the price under this Agreement.

5.6 TERMINATION

Either party may terminate this Agreement immediately upon written notice to the other party if: either party breaches any provision of this Agreement in any respect and such breach remains unremedied for thirty (30) days after written notice from the non-breaching party. In the event this Agreement is terminated due to a breach by Customer, Aviat Networks shall retain the entire amount of the annual fee paid by Customer.

The right of termination provided herein is absolute and neither party shall be liable to the other for damages or otherwise by reason of such termination.

5.7 ASSIGNMENT

Customer may not assign this Agreement in whole or in part without the prior written consent of Aviat Networks which shall not be unreasonably withheld.

5.8 GOVERNING LAW, VENUE AND JURISDICTION

This Agreement will be governed by and construed in accordance with the laws of the **State of Texas**. The parties agree that any action to enforce any provision of this Agreement or arising out of or based upon this Agreement or the business relationship between Aviat Networks and Customer will be brought in a **local or Federal court** of competent jurisdiction in, **Texas**.

5.9 ENFORCEABILITY

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall in no way be affected or impaired.

5.10 LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY CLAIMING UNDER THE OTHER PARTY FOR SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, AND CONSEQUENTIAL OR LOSS OF PROFIT TYPES OF DAMAGES AS A RESULT OF A BREACH OF ANY PROVISION OF THIS CONTRACT.

THIS ARTICLE SHALL SURVIVE THE TERM OR EXPIRATION OF THE AGREEMENT. CUSTOMER AGREES TO INDEMNIFY AVIAT NETWORKS AGAINST ALL LOSS OR LIABILITY FROM CLAIMS BY CUSTOMER OR A THIRD PARTY ARISING OUT OF OR RELATING TO CUSTOMER'S INSTALLATION, OPERATION, OR USE OF THE SERVICES OR PRODUCTS PROVIDED HEREUNDER, WHETHER ON ACCOUNT OF NEGLIGENCE OR OTHERWISE.

5.11 COMPLIANCE WITH LAW

- a) Customer agrees to assist Aviat Networks to comply with any applicable conventions, laws, rules, regulations, and bylaws incident to its activities under this Agreement, including, without limitation, United States export control regulations, the United States Foreign Corrupt Practices Act, and the United States anti-boycott regulations. Customer will promptly deliver to Aviat Networks a copy of any notice or instrument alleging a violation of any of these laws.
- b) Customer warrants that Customer shall comply with any and all applicable US federal and state laws, and shall operate in good faith to comply with other laws and regulations and industry best practices, applicable to Customer's performance hereunder, and shall promptly act to correct any noncompliance once identified.
- c) EXPORT AND RE-EXPORT RESTRICTIONS. Customer acknowledges that the Equipment and Licensed Programs sold or licensed to it by Aviat Networks under this Agreement may be subject to export controls under the laws of the United States or Canada. Customer will not export or re-export the Equipment or Licensed Programs, technology, or products manufactured from the technology that are the subject of the Agreement in violation of the export control laws of the United States or Canada.

5.12 ENTIRE AGREEMENT

This Agreement supersedes all previous communications, transactions, and understandings, whether oral, or written, and constitutes the sole and entire agreement between the parties pertaining to the

subject matter hereof. No modification or deletion of, or addition to these terms shall be binding on either party unless made in writing and signed by a duly authorized representative of both parties.

6. SIGNATURES

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names.

AVIAT U.S., Inc.	Customer
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

WARRANTY CERTIFICATE

All Eventide digital audio logging & instant recall recorders and their accessories are warranted against defects in material and workmanship for One Year from the date of purchase by the end user. A warranty card is included with each shipment and should be returned to Eventide immediately after purchase.

Within the warranty period, Eventide will replace or repair, at its option, a digital audio recorder or subassembly or accessory that becomes defective during ordinary service. This warranty does not cover damage caused by mechanical or electrical abuse, such as physical damage, lightning, or connection to an inappropriate power source. Unauthorized attempts to repair or customize these products will void the warranty.

Eventide will also maintain a reasonable quantity of fully operational loan systems on the shelf of all models. Should a fault occur on any unit that cannot be rectified within a reasonable time frame, a loaner will be dispatched for use until the fault is cleared in the end users system.

Eventide further warrants that all parts will be available for at least 5 years after purchase of an Eventide digital logging or instant recall system.

Responsibility for shipment:

To obtain service under this warranty, it is the responsibility of the customer to notify Eventide of any defects, at which time Eventide will either send replacement hardware as it determines appropriate, or will request return of the unit or of the defective module for repair. All shipping charges to Eventide are the responsibility of the customer. Eventide will pay for normal return shipping charges within the continental United States. All return shipping charges outside the continental United States, and premium shipping charges, if requested by the customer within the continental United States, is the responsibility of the customer

All returns from outside the continental United States must be fully prepaid. Customs invoices and other freight documents must clearly state, "free to domicile" and arrangements must be made in advance for customs clearance

Eventide has never issued an End of Support statement, only End of Sale. Spare parts for End of Sale items are kept in stock for a minimum of seven years after the End of Sale announcement.



Gordon F Moore
General Manager
Eventide Inc.

EVENTIDE INC. • One Alsan Way • Little Ferry, NJ 07643-1001 • USA
201.641.1200 • fax 201.641.1640 • www.eventide.com • loggers@eventide.com



Customer Support & Software Maintenance

At Mcmtech, we know that before your operation can run at maximum operational efficiency, your application must be running at maximum operational efficiency. That's why we provide our customers with unmatched customer and technical support. From simply making sure your application is up to date and running error free, to full blown project assistance and consultation, we don't just support your application, we support your entire operation. Our support department will empower you with the knowledge that comes from over two decades of experience in the communications industry. Below are some of the services provided the Mcmtech Support Desk:

Technical Support

Toll Free Support

A toll-free number provides guidance on the use of MCM Applications and associated functionality, as well as Technical Assistance. Mcmtech Support Line – (877) 626-6157.

24/7 Online Customer Portal Access

New customers are given a username and password to the Customer Support Portal on our website (www.mcmtechnology.com/support). This portal gives users 24/7 access to training manuals, tips & tutorials, and product documentation.

Automated Support Ticket System

Mcmtech's support staff logs all calls in a database to categorize issues and ideas that customers bring to light. The support database has escalation features based on the situation severity. Mcmtech support staff continuously monitors this database to identify troubled-spots and review customer input for new tools and functionality. The input gained from this is then openly discussed and, if approved, included as part of our annual update process.

New Customer Support Transition

After a new customer implementation is complete, the Mcmtech project team members are directly available for support needs. New customers will interface with their familiar project team members while they adjust their business to the Mcmtech solution. This transition period is typically between 1-4 weeks and is designed to help smooth the learning curve. The customer is then introduced to the Customer Support team who will be assisting them moving forward.



track

manage

maintain





Application Maintenance

Annual Version Updates

Once a year, Mcmtech provides application updates that include new features which have been developed based on customer input. These enhancements are designed by Mcmtech's Development Team with direction from the Engineering staff. Previous enhancement examples include:

- New Application Utilities
- Increased Reporting Capabilities
- User Interface Enhancements
- Work Flow Improvements and Features
- Increased Application Performance

Patches & Fixes

These Application Software changes address issues found by users, Mcmtech Engineers, and Mcmtech Quality Control. Any software change that is needed to address a Severity One situation is issued immediately.

Webinars

Mcmtech provides a webinar review of new features and products to ensure that clients are up to date on all the latest enhancements and how they can utilize them within their organization. These webinars are made available to view on the Customer Support Portal.

New Version Upgrades

Maintenance customers are offered incentives on future full version upgrades.



Solution Hosting

On-Premise

For customers who have implemented an **Mcmtech** solution on their local network and purchased a perpetual software license, the Client's I/T is responsible for providing all hosting hardware and software, including but not limited to the following: server, OS licensing, SQL licensing, and providing connectivity to users on the network.

As part of our Support & Maintenance contract, **Mcmtech**'s support staff will assist our client's I/T staff, as needed, with the installation and/or relocation of the application files and MCM SQL database instance as new servers, operating system, and software upgrades are implemented.

Hosted Solutions

With all subscription or SaaS offerings, **Mcmtech** will provide the following hosting services to house the MCM Solution at our off-site hosting facility and the costs for these services are included in the annual hosting fees:

- Server Hardware
- Operating System Licensing
- SQL Licensing
- Terminal Services Licensing
- Citrix Licensing
- Database & Application Back-Up
- Hosting Hardware / Software Maintenance
- Connectivity & Redundancy Services

ZETRON SYSTEM TERMS AND CONDITIONS

1. ACCEPTANCE

These terms and conditions govern the sale of Zetron Products and Services to buyer by Zetron, contain the complete and exclusive agreement between the parties and supersede all prior or contemporaneous proposals, negotiations and understandings, oral or written. "Products" means "Zetron Products", "Zetron Accessories" and any third party products sold by Zetron. "Zetron Products" means products manufactured by Zetron. "Zetron Accessories" means personal computers, monitors and computer components, computer and audio peripherals, networking equipment and power supplies, all such items as sold by Zetron to buyer and integrated as components of a Zetron communication system, excluding any third party software or firmware. "Services" means the services to be provided by Zetron to buyer. No order shall be binding on Zetron unless accepted by Zetron in writing in its sole discretion. Any Zetron software Products are licensed, not sold, to buyer under the terms of Zetron's then - current standard software license agreement which is incorporated into these terms and conditions. Products shall only be used in life safety applications with redundant systems unless otherwise agreed in writing by the President of Zetron.

2. PRICE AND PAYMENT

Prices are as stated in Zetron's quotation. Industrial Net Price Definition: All prices are quoted as "Industrial Net Prices". "Industrial Net" is defined as Zetron's suggested price in U.S. dollars for direct sales of designated products or services to U.S. end-users. Industrial Net includes the services quoted, hardware and/or software being offered, standard factory programming (where applicable), warranty, and our standard levels of pre- and post-sale technical support. Industrial Net excludes shipping, duties, customs fees, taxes, insurance, and any services not specifically quoted by Zetron, all of which shall be paid for or provided by buyer. Applicable taxes will be paid by buyer, unless buyer provides Zetron with an acceptable tax exemption certificate. For buyers eligible for credit, normal payment terms are net 30 days from date of invoice, but other terms may apply. Partial shipments will be invoiced. Interest will be charged at the maximum rate allowed by law to all overdue accounts which are also subject to collection charges, including without limitation, reasonable attorney's fees.

3. SHIPMENTS

Shipping is F.O.B. Redmond WA, U.S.A. Shipments are prepaid by Zetron, and buyer is invoiced for and shall pay all shipping charges. For products shipped in the contiguous United States, shipping is UPS ground unless otherwise specified; UPS shipments require a street address, not a post office box number. Zetron will use commercially reasonable efforts to deliver Products and perform Services by the estimated delivery date; however, shipment of Products is subject to availability, and ZETRON EXPRESSLY DISCLAIMS LIABILITY FOR ANY FAILURE TO MEET SUCH DELIVERY DATES.

4. LIMITED WARRANTY

Buyer assumes responsibility for the selection of the Products and Services to achieve buyer's or its customer's intended results and for the results obtained from the Products and Services. If buyer has provided Zetron with any requirements, specifications or drawings, or if Zetron provides buyer with such materials, such materials are provided solely for buyer's convenience and shall not be binding on Zetron unless agreed contractually by Zetron. UNLESS AGREED CONTRACTUALLY BY ZETRON, ZETRON DOES NOT WARRANT THAT THE PRODUCTS OR SERVICES WILL MEET BUYER'S OR ITS CUSTOMER'S REQUIREMENTS OR SPECIFICATIONS OR THAT OPERATION OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE. SUBJECT TO THE LIMITATIONS SET FORTH BELOW, Zetron warrants that all Zetron Products and Services meet Zetron written specifications contained within the Zetron proposal and will be free from material defects in material and workmanship for one year from date of shipment or performance of the Services. For buyer's convenience, Zetron may purchase and supply additional items manufactured by others. In these cases, although Zetron's warranty does not apply, buyer shall be the beneficiary of any applicable third party manufacturer's warranties, subject to the limitations therein. Zetron's warranty covers parts and Zetron factory labor. Buyer must provide written notice to Zetron within the warranty period of any defect. If the defect is not the result of improper or excessive use, or improper service, maintenance or installation, and if the Zetron Products or Zetron Accessories have not been otherwise damaged or modified after shipment, AS ZETRON'S SOLE AND EXCLUSIVE LIABILITY AND BUYER'S SOLE AND EXCLUSIVE REMEDY, Zetron shall either replace or repair the defective parts, replace the Zetron Products or Zetron Accessories, reperform the Services or refund the purchase price, at Zetron's option, after return of such items by buyer to Zetron. Shipment shall be paid for by the buyer. No credit shall be allowed for work performed by the buyer. Zetron Products or Zetron Accessories which are not defective shall be returned at buyer's expense, and testing and handling expense shall be borne by buyer. Out-of-warranty repairs will be invoiced at the then - current Zetron hourly rate plus the cost of needed components. THE FOREGOING WARRANTY AND THE THIRD PARTY MANUFACTURER'S WARRANTIES, IF ANY, ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES EXPRESSED, IMPLIED OR ARISING UNDER LAW, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

5. LIMITATION OF LIABILITY

ZETRON SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL OR INDIRECT LOSS OR DAMAGE ARISING OUT OF OR CONNECTED WITH BUYER'S PURCHASE OR USE OF PRODUCTS OR SERVICES, INCLUDING WITHOUT LIMITATION, LOSS OF USE, LOSS OR ALTERATION OF DATA, DELAYS, LOST PROFITS OR SAVINGS, EVEN IF ZETRON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF THE LIMITED REMEDY ABOVE IS FOUND TO FAIL OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL ZETRON'S LIABILITY (WHETHER FOR NEGLIGENCE OR OTHER TORT, IN CONTRACT OR OTHERWISE) EXCEED THE PRICE PAID TO ZETRON FOR THE PRODUCTS OR SERVICES.

IP networks by their nature are subject to a number of limitations, such as security, reliability, and performance. Anyone using non-dedicated IP networks, such as shared WANs or the Internet, to connect to any Zetron Products or systems should consider and is responsible for these limitations.

6. CLAIMS, CANCELLATIONS AND RETURNS

- a) Title to Products passes to the buyer upon delivery by Zetron to a carrier, at which time risk of loss or damage passes to the buyer. During transit, Zetron will insure the shipment and buyer shall pay for the insurance. If buyer fails to notify Zetron within 10 days after receipt of Products of any defect, shortage, or other failure to conform to the purchase order, the Products shall be considered accepted by the buyer as delivered.
- b) All orders for Products and Services are non-cancelable, unless otherwise agreed in writing with Zetron.
- c) All returns must be previously authorized by Zetron. No refunds or exchanges are authorized after 30 days from shipment. All returns for repair should be accompanied by a letter stating the nature of the problem, the serial and model numbers, and the buyer(s) name and telephone number. Specifications and prices are subject to change without notice.

7. DESIGN CHANGES; CUSTOM PRODUCTS

- a) Zetron reserves the right to make changes in the design of its standard Zetron Products at any time without incurring any obligation to make equivalent changes in Zetron Products previously manufactured or shipped.
- b) Any Zetron Products to be modified to fit unique applications or needs of buyer or which are produced in whole or in part by Zetron to buyer's specifications (as agreed in writing by the President of Zetron), are subject to the terms of an applicable contract which shall be incorporated into these terms and conditions. In the event of any conflict between the applicable contract and these terms and conditions, the applicable contract shall control.

8. INTELLECTUAL PROPERTY INDEMNIFICATION

a) Buyer shall defend, indemnify and hold harmless Zetron and its employees, agents, owners, and affiliates from and against all claims, damages, liabilities, losses and costs (including without limitation, reasonable attorneys' fees) arising from or based upon the use, sale or manufacture by Zetron, buyer or any third party, of any portion of the Zetron Products or Services produced, in whole or in part, to buyer's specifications.

b) Except for buyer's indemnification obligations stated above, Zetron will indemnify buyer for any damages and costs finally awarded against buyer on the grounds that the Zetron Products or Services, in the form delivered to buyer, infringe any U.S. patent or copyright, provided that buyer notifies Zetron in writing of such claim within 10 days after learning thereof and the buyer fully cooperates with Zetron and gives Zetron full control over the defense and settlement of the claim. If any such claim is brought or appears to Zetron to be likely to be brought, Zetron may, at its option, replace or modify the Zetron Products or Services to make them non-infringing or refund to buyer, upon the return thereof to Zetron, the price paid for the Zetron Products or Services at issue, less a deduction of 20% of the price for each full year which has passed since the date of shipment. Buyer shall discontinue all use of any portion of the Zetron Products or Services that has been replaced or modified or for which the price has been refunded. THE FOREGOING REPRESENTS ZETRON'S SOLE RESPONSIBILITY, AND BUYER'S SOLE AND EXCLUSIVE REMEDY, FOR ANY INFRINGEMENTS OF ANY PROPRIETARY RIGHTS AND IS SUBJECT TO THE LIMITATION UPON ZETRON'S LIABILITY SET FORTH IN SECTION FIVE (5).

9. EXPORT OF PRODUCTS

The export of any Products or other items acquired hereunder is subject to compliance with the export control laws of the U.S. and other jurisdictions including all U.S. and/or other government restrictions or licensing requirements applicable to a subsequent re-export or transfer (in country). Buyer represents and warrants that it is not subject to any order suspending, revoking or denying its export privileges and that any export of any Products or items acquired from Zetron will be in full compliance with all applicable U.S. and foreign laws, regulations and orders. Buyer shall defend, indemnify and hold harmless Zetron, and its employees, agents, owners, and affiliates, from and against any and all losses, costs, penalties, liabilities, obligations, claims, demands or expenses (including without limitation, reasonable attorneys' fees) of any kind arising out of, or occasioned by any export of the Products or other items acquired from Zetron.

10. CONFIDENTIALITY AND PROPRIETARY RIGHTS

Zetron's proprietary data ("Proprietary Data") includes, without limitation, all non-public ideas, product concepts, hardware, engineering data, software, specifications, manufacturing processes and techniques, reports, drawings, source code, protocols, computer databases, and other information embodied in any of the Zetron Products or Services or otherwise disclosed to buyer by Zetron. Buyer promises to protect and preserve the confidentiality of all the Proprietary Data known to buyer. Buyer will not use any portion of the Proprietary Data except as may be required in connection with buyer's operation of the Products or use of the Services. No disclosure, publication, or discussion of Proprietary Data with or to third parties, other than employees who need to know the Proprietary Data for the purpose of utilizing the Products or Services and who have agreed to protect its confidentiality, will be permitted without express prior written consent of Zetron in each instance. Buyer shall take all appropriate actions to secure compliance by its officers, employees, agents and directors with the terms of this section. Buyer acknowledges that Zetron's remedies for any breach of this section may include, in addition to damages and other available remedies, injunctive relief enjoining any such breach.

11. LIMITATIONS ON ACTIONS

No action, regardless of form, arising out of these terms and conditions or the Services or Products provided hereunder may be brought by either party more than one year after the cause of action has accrued, except that an action for non-payment of any portion of the price or any other amounts owed to Zetron under these terms and conditions may be brought at any time within one year after the last payment thereon.

12. FORCE MAJEURE

Zetron will not be in breach of its obligations hereunder if performance of such obligations is prevented, delayed or made impracticable by any cause beyond the reasonable control of Zetron, including without limitation, acts or omissions of buyer, acts of God or government, natural disasters or storms, fire, political strife, labor disputes, terrorism, failure or delay of transportation, default by suppliers or unavailability of parts.

13. GENERAL: ENTIRE AGREEMENT

These terms and conditions will be governed by and construed in accordance with the laws of the State of Washington. Any litigation between the parties concerning these terms and conditions shall be brought in King County, Washington. If any of these provisions are held to be unenforceable, the enforceability of the remaining provisions shall in no way be affected or impaired thereby. The prevailing party in any action or proceeding brought in connection with a breach of these provisions will be entitled to reimbursement by the other party for costs and reasonable attorneys' fees. Further, Zetron reserves the right to revise Products or specifications and to make changes to them from time to time without notice.

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Limited Warranty and Extended Limited Warranty

Customer: [click here to edit]
Project: [click here to edit]
System ID: [click here to edit]

Date: [click here to edit]

NOTE: This document is for quick reference only. Refer to your service agreement and/or contract documentation for complete details.

TELEPHONE TECHNICAL SUPPORT**Who Should Call Zetron**

Zetron telephone technical support is intended for technicians and system administrators installing, configuring, supporting, and maintaining Zetron equipment and software applications.

Prior To Calling Zetron

Technicians should perform basic fault isolation to determine whether it is reasonable to assume that the problem is with the covered equipment. Callers should have their system ID# for opening new call tickets or call ticket reference number for calls that pertain to an existing technical support call ticket.

Calling During Standard Zetron Business Hours

During regular business hours, Monday to Friday (excluding Zetron-recognized holidays), 6:00am to 5:00pm PT, calls to Zetron at (425) 820-6363 are answered by Zetron personnel who will establish a call ticket number, collect detailed issue information from the caller, and enter the call into the call queue. Head of the queue and priority call back privileges are given to callers with a Gold or Silver Maintenance Service Plan (MSP) above those with Limited Warranty and no agreement. If the incoming call cannot be directed immediately to a Technical Support Engineer, the call will be returned in a timely fashion.

Zetron, Inc. Observed Holidays (North America)

January:	New Year's	September:	Labor Day
February:	President's Day	November:	Thanksgiving and day after
May:	Memorial Day	December:	Christmas 2-day seasonal holiday
July:	Independence Day		

HARDWARE SERVICES**Repair Turn-Around**

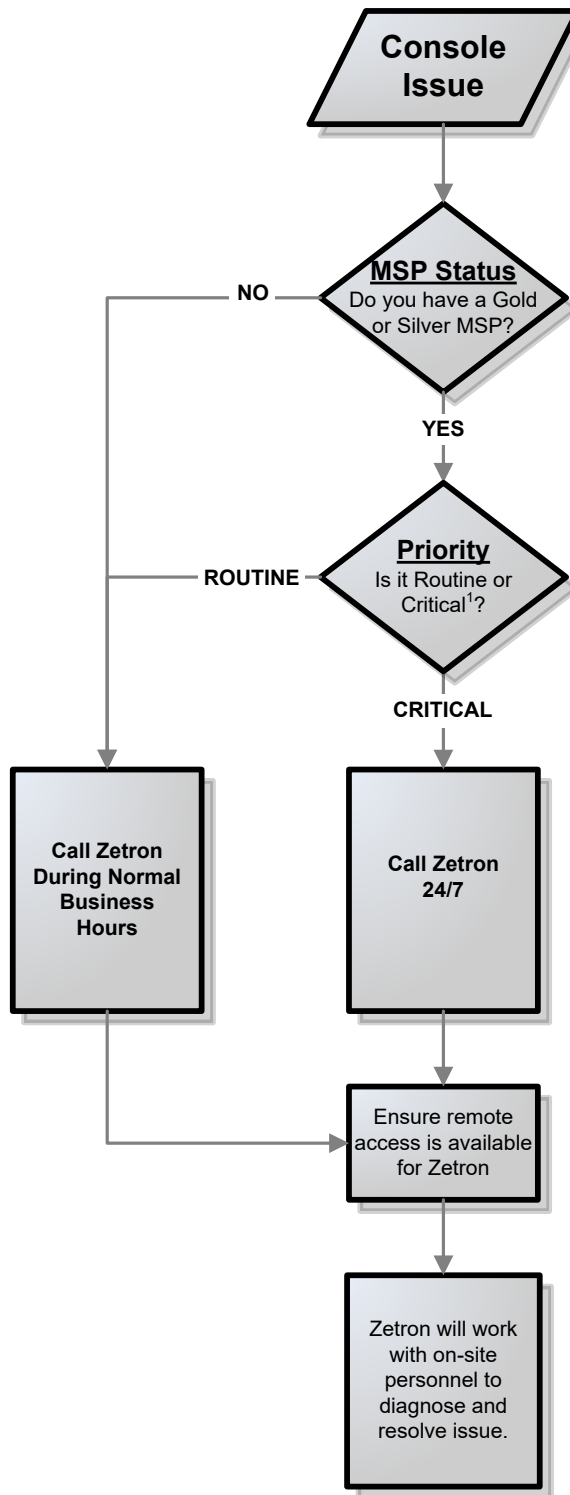
Zetron measures turn-around time from the date of receipt to the date of shipment from Zetron. This time does not include shipping or customs delays. In the limited warranty, repair turn-around is typically 10 business days. Products found to be not defective will be returned at the sender's expense, plus cost of a minimum of 1-hour testing and handling.

Return Material Authorization (RMA)

No returns are authorized unless a RMA is issued by Zetron (obtained via telephone technical support).

Outgoing Shipping

Zetron will match the incoming shipment method when returning products. If the Customer wants to expedite the outgoing shipment beyond the Zetron provided match, the Customer bears responsibility for full shipment charges. Shipping is always FOB Origin unless otherwise agreed by Zetron. The Customer must pay all shipping and insurance charges when returning equipment to Zetron.



Calls to Zetron should only be made by System Technicians and/or System Administrators who have been trained by Zetron.

¹ Critical issues are those that have a major impact on the Zetron system operation as defined by loss of use of any redundant functions; loss of 10% of the positions; or loss of 10% of non-redundant channels or lines. Routine issues are non-critical issues that have a minor impact on the Zetron system operation and range from routine maintenance operations to system behavioral inconsistencies to configuration issues.

A-1.5.8. Third-Party Software License Agreements

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