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SOFTWARE FX
AGREEMENT

THIS SOFTWARE FX AGREEMENT ("Agreement") is hereby entered into between Harris Corporation, a Delaware Corporation, through its Communication Systems Segment ("Harris") and Indian River County, FL ("Subscriber") on the following terms and conditions:

1. SCOPE OF AGREEMENT

During the term of this Agreement, as set forth in Section 11, Harris agrees to provide Subscriber withss the following:ss

A.ssHarris Software Update benefits including software updates, documentation updates and other services,ss as set forth in Section 3 of this Agreement, for the software developed and provided by Harris andss contained within the Subscriber's Designated Harris System(s) as described in **Exhibit A** to thisss Agreement; andss

B.ssHarris Security Update Management Service (SUMS) for the updating of security related patches, as setss forth in Section 4 of this Agreement, to the Subscriber's Designated Harris System(s) as described inss **Exhibit A** to this Agreement.ss

2. DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set forth below.

A.ss"Contract" means the Agreement for the purchase of the Designated System(s).ss

B.ss"Current Software Release Levels" means the most recent Software release announced by Harris as beingss commercially available. "Commercially available" does not include interim releases provided asss emergency fixes or software released for beta test or noncommercial or similar purposes.ss

C.ss"Designated System(s)" means the Harris system(s) purchased by Subscriber and identified in Exhibit A toss this Agreement. The Designated System does not include Third Party Software Products. Excludedss Products or other systems to which the Designated System may be linked.ss

D.ss"Enterprise Configuration" means a radio system level configuration that is capable of supporting largess county, multi-county, regional or state-wide installations.ss

E.ss"Excluded Products" means third Party Products contained in the customer's system that were not sold byss Harris to Subscriber.ss

F.ss"Harris Licensed Programs" means all Harris Software programs and associated documentationss nonexclusively licensed to Subscriber by Harris for use solely with Subscriber's Designated System.ss

G.ss"Harris Software Updates" means any commercially available corrections, modifications or enhancementsss to the Licensed Programs generally released and/or provided by Harris.ss

H.ss"Harris Authorized Dealer" means an entity authorized by Harris to sell certain Harris products and systemsss as an authorized dealer in accordance with the provisions of a Dealer Agreement between Harris and suchss person or entity.ss

I.ss "IAVA" Information Assurance Vulnerability Alert. An IAVA is an announcement of a computerss application software or operating system vulnerability notification in the form of alerts, bulletins, andss technical advisories identified by DoD-CERT, a division of the United States Cyber Command.ss

J.ss "Optional Feature" means those Harris Software features, not currently contained in the Subscriber'sss Designated System, available for Current Software Release Levels that are available to Subscriber at anss additional cost.ss

K.aa"Product Vulnerability Alerts" (PVAs) means security vulnerabilities reported against a product suppliedaa by the Harris. Notifications of these PVAs are obtained from multiple sources; governmental, vendor,aa independent and open source databases.aa

L.aa"PVA Evaluation" means the Harris's process for evaluation of a potential Product Vulnerability Alertaa affecting products provided by the Harris.aa

M.aa"STIG" means Security Technical Implementation Guide. A STIG is a methodology for standardizedaa secure installation and maintenance of computer software and hardwareaa

N.aa"Security Updates" means software updates that mitigate, address and/or resolve product securityaa vulnerabilities in system components offered by the Harris. These updates may include Vendor Patchesaa and/or Vendor Work-Arounds.aa

O.aa"Security Update Distribution" means the Harris providing Security Updates to which the Subscriber isaa entitled under the terms of this Agreement, affecting components of the Subscriber's Designated System asaa defined in Exhibit A.aa

P.aa"Software Updates" means all Harris provided software updates to either Harris designated SW systemaa components or SUMS Software updates.aa

Q.aa"SUMS" means Harris's Security Update Management Service. Harris's automated patch managementaa system that provides periodic, security-related software updates.aa

R.aa"SUMS Software Updates" means periodic, security-related software, including but not limited to,aa operating system updates, antivirus signatures, and other security related Windows-based 3rd partyaa updates (Adobe, Java, Flash).aa

S.aa"Tech-Link" is the technical information section of Harris's web site. Access is restricted to authorizedaa subscribers via user ID and password login.aa

T.aa"Third Party Software Products" means software owned by a party other than Harris Corporation.aa

U.aa"Vendor Patches" means software updates provided by third-party software vendors that mitigate, addressaa and/or resolve PVA(s).aa

V.aa"Vendor Work-Arounds" means configuration and/or procedural changes provided by third-party softwareaa vendors that mitigate, address and/or resolve PVA(s).aa

3. HARRIS SOFTWARE UPDATES

A.aaHarris Software Releases Included. With respect to each Licensed Program, and subject to the conditionsaa of this Agreement, Harris will provide the Software Updates described below during the term of thisaa Agreement. All Updates shall be shipped to Subscriber's Software FX contact designated in Exhibit A ofaa this Agreement via protective packaging containing a quantity of programmed Software media necessaryaa for Subscriber to fully implement the Software Updates within its Designated System. In addition, eachaa shipment of Software Updates shall contain at least one set of Software release notes detailing the contentsaa of the Software Update and providing installation instructions.aa

    i. Software Updates Upon Enrollment. As determined by the system audit described in Section 6.A.i. ofaa this Agreement, Harris shall provide to Subscriber the Software Updates needed, if any, to bring theaa Licensed Programs within Subscriber's Designated System up to Harris' Current Software Releaseaa Levels. Such Updates will be provided at no additional cost to Subscriber provided Subscriber hasaa enrolled in the Software FX program within the enrollment deadline specified in Section 9.A of thisaa Agreement.aa

    ii.aaSubsequent Software Updates. During the term of this Agreement and subject to Subscriber'saa performance of its obligations, Harris shall provide to Subscriber Software Updates, released by Harrisaa subsequent to Subscriber's enrollment in Software FX, for the Licensed Programs contained withinaa Subscriber's Designated System. Such subsequent Software Updates may include:aa

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    a.ss Enhancements and/or corrections to existing features for all Designated System backboness components and/or radios;ss

    b.ss New features or improvements to existing features implemented via the system components alreadyss contained within Subscriber's Designated System.ss

B.ssSystem Level Release Documentation: Prior to the general release of a major system release by Harris forss Harris Licensed Programs, Harris shall make available a system level release document announcing thess impending release, and detailing its contents and impact, if any, on any other Harris hardware or Softwaress components. Subscriber acknowledges that older hardware may not have sufficient capacity for thess operation of the Software Updates. NOTHING IN THIS AGREEMENT OR OTHERWISE REQUIRESss HARRIS EITHER TO DESIGN UPDATES THAT REMAIN COMPATIBLE WITH DESIGNATEDss SYSTEM HARDWARE OR TO PROVIDE ADDITIONAL HARDWARE UNDER THISss AGREEMENT, AND SUBSCRIBER WAIVES ANY SUCH DUTY OR OBLIGATION BY HARRIS.ss

4. HARRIS SECURITY UPDATE MANAGEMENT SERVICE

A.s Security Update Distributions Inclusions. Subject to the conditions of this Agreement, Harris will providess periodic Security Updates described below during the term of this Agreement. All Security Updates shallss be provided to Subscriber's contact designated in Exhibit A. Security Updates shall contain softwaress necessary for the Subscriber to fully implement the Security Update within the Designated System and atss least one set of Software release notes detailing the contents of the Security Updates and providingss installation instructions.ss

    i. Security Updates Upon Enrollment. As determined by the system audit described in Section 6.A.i. ofss this Agreement, Harris shall provide tosSubscriber the SecuritysUpdates needed, if any,sto bring the Licenseds Programss withins Subsriber'ss Designateds Systems upstos Harris's currents securitys software release levels.ssSuchsupdates will be provided atsnosadditional cost tosSubscriber provided Subscriber has enrolled insthesSoftwaresFX programswithin the enrollmentsdeadlines specified insthis Agreement.ss

    ii.ssSubsequent Security Updates. During the term of this Agreement and subject to Subscriber'sss performance of its obligations, Harris shall provide to Subscriber Security Updates that may include:ss

        a.ss Vendor Patches and/or Vendor Work-Arounds, enhancements, corrections and/or changes, madess by third-party software vendors to software included in Harris provided products subject to thess Subscriber's right to receive the third-party software. The Subscriber may be required to havess currently executed services/support Agreement(s) with third-party vendor(s) separate from thisss Agreement.ss

B.ssSUMS Product Features Summary.ss

    a.ss Harris will use reasonable efforts to monitor pertinent governmental, vendor, independent andss open source databases for PVAs, IAVAs, STIGs and for any subsequent resolutions that affectss products provided by Harris that are part of the Subscriber's Designated System.ss

    b.ss Harris will make every reasonable effort to verify that the PVA, IAVA, and STIG resolutions,ss Vendor Patches and/or Vendor Work-Arounds, do not adversely affect Harris' stated performancess of the Subscriber's Designated System.ss

    c.ss Harris will provide Security Update Distributions to the Subscriber at periodic intervals targetingss bi-monthly releases. The interval shall be determined solely by Harris. More frequent Securityss Update Distributions may be required to address urgent product security vulnerabilities. Securityss Update Distributions on other than a bi-monthly basis do not constitute a contractual default byss Harris.ss

    d.ss Harris will provide Security Update Distributions in a means suitable for use on the target devicesss of the Subscriber's Designated System. Optional On-Site Support Services may be contracted by the Subscriber, outside of this Agreement, through Harris or Harris' Authorized Dealer as set forthss in Section 6.A.iv.ss

e.ss Prior to the general release by Harris of any Security Updates, Harris shall make available a SUMSss Product release document announcing the impending release, and detailing its contents and impact,ss if any, on any other Harris hardware or Software components. Subscriber acknowledges that olderss hardware may not have sufficient capacity for the operation of the Software Updates. NOTHINGss IN THIS AGREEMENT OR OTHERWISE REQUIRES HARRIS EITHER TO DESIGNss UPDATES THAT REMAIN COMPATIBLE WITH DESIGNATED SYSTEM HARDWARE ORss TO PROVIDE ADDITIONAL HARDWARE UNDER THIS AGREEMENT, ANDss SUBSCRIBER WAIVES ANY SUCH DUTY OR OBLIGATION BY HARRIS.ss

f.ss Harris will provide with each Security Update Distribution a Security Release Notes document.ss This document will detail the PVA resolutions and/or mitigation addressed by this release,ss installation and installation recovery procedures and software and hardware compatibilityss information where applicable.ss

g.ss Automated Security Update Distribution Services. Subscriber shall be responsible for providingss the necessary hardware and licenses to run the automated distribution of Security Updates. Thisss hardware shall be part of Subscriber's Designated Harris System or purchased at Subscriber'sss expense from Harris prior to the initialization of this Software FX Agreement. As set forth inss Section 9.C. of this Agreement, it shall be the Subscriber's responsibility to complete the securityss update process on the target devices (e.g. rebooting the target devices) following the Patchss Application instructions in the Release Notes accompanying each Security Update Distribution.ss Optional On-Site Support Services may be contracted by the Subscriber, outside of this Agreement,ss through Harris or Harris' Authorized Dealer as set forth in Section 6.A.iv.ss

h.ss Assessment Reporting. For those PVAs monitored by t Harris as stated in Section 4.B.a., Harrisss will provide responses assessing the effects of the monitored PVAs on the LMR system and statingss Harris's recommendations for required actions. Access to the PVA assessments will be grantedss through Tech-Link, a restricted web site maintained by Harris. Harris does not guaranteess assessment response time, but will make reasonable efforts to provide timely assessment responses.ss

5. SOFTWARE RELEASES NOT INCLUDED

A.s <u>Software Releases Not Included.</u> The following Software releases are not included within the terms of thisss Agreement:ss

1.ss <u>New Products,</u>ssAny Software products released by Harris for which an earlier generation or releasess level is not already contained within Subscriber's Designated System. If Subscriber wishes toss implement such Software products within its Designated System, it will need to license such productsss at the fees then in effect and purchase any necessary compatible hardware for operation of suchss Software.ss

11.ss <u>Third Party Software.</u> To the extent that such Third Party Software Products are available andss compatible with the Designated System, Harris reserves the right to charge an additional fee forss upgrades to software programs that are licensed by a third party for use with the Harris system yet aress not the property of Harris. The Subscriber may be required to have currently executed services/supportss Agreement(s) with third-party vendor(s) separate from this Agreement. Subscriber must providess evidence of a current services/support Agreement at the Harris's request.ss

6. SOFTWARE SERVICES INCLUDED

A.ss<u>Services Included.</u> Subject to the terms and conditions of this Agreement and Subscriber's compliancess therewith, Harris will provide to Subscriber the services described below.ss

i.ss <u>System Configuration Baseline and Documentation Update.</u> As part of the initial enrollment processss for Software FX, Harris may deem it necessary to conduct a system audit of Subscriber's Designatedss System(s) to be covered under this Agreement. If said audit is required, Harris, or its Authorized Dealerss will conduct the audit. This audit will be used to verify Subscriber's first-year Software FX Fee and toss determine the Software release levels for Licensed Programs contained within Subscriber's System atss

the time of enrollment, together with any hardware updates necessary to accommodate Software Updates.

ii.aaInstallation Phone Support.a Subscriber's Software FX subscription shall include telephone support byaa Harris' Technical Assistance Center (TAC) personnel with respect to the installation of Softwareaa Updates. Such support will be available during Harris' normal business hours (8:00 a.m. to 5:00 p.m.aa Eastern Standard Time Monday through Friday, excluding holidays) and for a period of ninety (90)aa days from the date the Software Update is released to Subscriber. After-hours emergency support willaa be available through Harris optional System Maintenance services at prices then in effect, provided thataa Subscriber is in compliance with the terms of this Agreement.aa

iii.a Upgrade Planning.a If Subscriber is in compliance with the terms of this Agreement and its Designatedaa System is classified as an Enterprise Configuration, Harris or its Authorized Dealer shall provide anaa annual consultation service to review Harris' planned Software releases and evaluate the operationalaa and financial impact such releases may have on Subscriber's Designated System. If Subscriber is inaa compliance with the terms of this Agreement and its Designated System is classified below anaa Enterprise Configuration, upgrade planning is not included within the terms of this Agreement but canaa be obtained from Harris at the rates then in effect for such service.aa

iv.aaOn-Site Services.aaInitial Installation Services are optionally available, outside of this Agreement,aa through Harris or its Authorized Dealer provided that Subscriber is in compliance with the terms of thisaa Agreement.aa

v.aaTech-Link. Tech-Link is the restricted access, technical information section of Harris's web site. Harrisaa will provide FX subscribers access, via user ID and password authorization, to FX and SUMS releaseaa documentation and downloadable distribution media. Harris will also provide additional authorizationaa to allow subscribers to view PVA, IAVA, and STIG assessment recommendations described in Sectionaa 4.B.a.aa

7. SOFTWARE SERVICES NOT INCLUDED

Services Not Included. The following services/products are not included within the terms of this Agreement:aa

i.aa Hardware Upgrades. In the occasional event that a Software Update released requires a correspondingaa hardware change, Subscriber will need to purchase separately the compatible hardware required. Harrisaa will endeavor to notify Subscriber in advance via the system level release documentation or, ifaa applicable, via Software FX's upgrade planning service of any hardware changes needed in order toaa implement a Software Update. No such notice will be given for Third Party Software Updates oraa Excluded Products, and no hardware upgrade may be available.aa

ii.aaSoftware Update Installation. Installation of Software Updates for terminal products, Software Updatesaa for infrastructure, and Security Updates by Harris are not included, but such installations may beaa obtained from Harris or its Authorized Dealer at the rates then in effect for such service, provided thataa Subscriber is in compliance with the terms of this Agreement.aa

iii.aaOptional Support Services. Other Software support services Subscriber may require, including, but notaa limited to, training, customized software programming or troubleshooting through Harris's Technicalaa Assistance Center are outside the scope of this Agreement but may be obtainable through otheraa programs offered by Harris.aa

8. SOFTWARE DISTRIBUTION AND INSTALLATION

All Software Updates shall be provided to Subscriber's contact designated in Exhibit A. In addition, each shipmentaa of Software Updates shall contain at least one set of Software release notes detailing the contents of the Softwareaa Update and providing installation instructions

In the event any Software media contained within Subscriber's Designated System incurs damage, whether fromaa acts of Nature or human error, Harris shall provide replacements for such Software to Subscriber at no additional charge, subject to the terms and conditions of this Agreement.aa

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9. CONDITIONS FOR SERVICE

A.aa<u>Enrollment Deadline.</u>aaSubscriber agrees to enroll in Software FX no later than sixty (60) days after theaa earlier of: (i) the first expiration date of the warranty provided by Harris for any component of Subscriber'saa Designated System, or (ii) the first expiration date of the warranty provided by Harris for any of theaa Software within Subscriber's Designated System. If either such warranty already has expired whenaa Subscriber is first offered the Software FX Program, Subscriber will be given a 60-day grace period inaa which to enroll in Software FX. A Subscriber meeting the enrollment deadline will receive, at no additionalaa charge as described in Sections 3.A.i. and 4.A.i of this Agreement; the Software Updates needed to bringaa its Designated System up to Harris's Current Software Release Levels to the extent the Designated Systemaa hardware is compatible with such Software Updates.aa

B.aa<u>Subscriber Contact.</u>aHarris requests that Subscriber identify its Subscriber Contact in Exhibit A. Subscriberaa shall designate a person with sufficient technical expertise to be able to interact knowledgeably withaa Harris's technical support personnel. To the maximum extent practicable, Subscriber's communicationsaa with Harris (with regard to the Software Updates provided under this Agreement) should be through theaa Subscriber Contact.aa

C.aa<u>Installation.</u>aSubscriber agrees to properly install the Software Updates provided by Harris in order ofaa receipt from Harris. Subscriber understands that Software support provided by Harris is limited to Harris'saa Current and current minus 1 Software Release Levels of Licensed Programs for the Designated System.aa

D.a <u>Media Labeling.</u> Subscriber agrees that if it makes copies of any Software Update supplied by Harris, foraa backup purposes, Subscriber will reproduce any copyright notice and/or proprietary notice appearing onaa and/or in such Update and will label all copies with all information, including part numbers and revisionaa levels, provided on the set of media provided by Harris. Nothing herein grants Subscriber any right toaa sublicense any Software or to distribute copies to any other person, and such sublicensing and distributionaa is expressly prohibited.aa

E.aa<u>No Modification of Software.</u>aaSubscriber agrees not to modify, enhance or otherwise alter any Softwareaa unless specifically authorized in the user documentation provided by Harris with such Software Update oraa unless the prior written consent of Harris is obtained. Under no circumstance shall Subscriber create oraa permit the creation of any derivative work from any Software or the reverse engineering or replication ofaa any Software.aa

F.aaHarris' obligations under this Agreement are conditional upon Subscriber's compliance with the terms ofaa this Agreement and any Contract then in effect between Harris and Subscriber.aa

G.aa<u>Delegation of Authority.</u> The Subscriber hereby delegates, grants, and assigns to Harris, acting as theaa Subscriber's agent or to a person or entity authorized by Harris, all approval rights relating to the selectionaa of Vendor Patches. All approvals given to third-party vendors by Harris acting as the subscriber's agentaa under the terms of this AGREEMENT shall be deemed as being granted by the Subscriber.aa

10. FEES, TERMS OF PAYMENT & TAXES

A.aa<u>SOFTWARE FX Fee.</u>aaSubscriber agrees to pay Harris or its Authorized Dealer an annual Software FXaa Fee, in the amount set forth in Exhibit A to this Agreement, plus taxes pursuant to Subsection D below, foraa Software FX services provided during the term as defined in Exhibit A. Subsequent years' Software FXaa Fees, beyond Subscriber's first-year fee specified in Exhibit A, may or may not remain at the same rates.aa Any significant changes made to Subscriber's Designated System(s) configuration will be reflected in theaa following year's Software FX Fee. If Harris's rates for Software FX should increase, Subscriber will beaa notified in writing of any such increases at least one hundred twenty (120) days prior to the end ofaa Subscriber's yearly Software FX period then in effect.aa

B.aa<u>Other Charges.</u>aSubscriber understands that if it chooses to delay its enrollment in Software FX beyond theaa deadline described in Section 9.A. of this Agreement, Subscriber will need to license, at the applicable feesaa

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then in effect, the initial Software Updates needed to bring its System up to Harris's Current Softwaress Release Levels, as well as any hardware which may be required to accommodate such Updates.

C.s <u>Due Date.</u> Subscriber's first-year Software FX Fee will be invoiced upon receipt of this Agreement signedss by Subscriber. Payment will be due thirty (30) days from the date of the invoice. Subscriber's subsequentss years' Software FX Fees will be automatically invoiced sixty (60) days prior to the commencement of thess subsequent year's term. Payment of all amounts due is a condition precedent to Harris providing any futuress Software Updates or other services.ss

D.ss<u>Taxes.</u> In addition to all fees specified herein, Subscriber shall pay the gross amount of any present orss future sales, use, excise, value-added, or other similar tax applicable to the price, sale or delivery of anyss products or services furnished hereunder or to their use by Subscriber, unless Subscriber shall otherwisess furnish Harris with a tax-exemption certificate acceptable to the applicable taxing authorities.ss

E.ss<u>Discontinuance.</u> Subscriber understands that if Subscriber discontinues and then subsequently resumesss participation in the Software FX Program, Subscriber will be required to pay a re-entry fee for any benefitsss provided to Subscriber upon re-entry to the Software FX Program plus the Software FX Fee for the termss then commencing.ss

11. TERM & TERMINATION

A.ssSoftware FX services will be provided by Harris to Subscriber for an initial one-year term, as defined inss Exhibit A to this Agreement, and thereafter on a year-to-year basis as provided herein, subject to priorss payment in full of all outstanding fees and charges at the time of renewal and compliance with the provisionsss of this Agreement.ss

B.ssProvided Subscriber is then in full compliance with all of its obligations, Subscriber's Software FXss enrollment shall be automatically renewed on a succeeding yearly basis thereafter unless either partyss notifies the other in writing, at least ninety (90) days prior to the end of the yearly period then in effect, thatss this Agreement will not be renewed.ss

C.ssHarris shall have the right to suspend or terminate this Agreement upon thirty (30) days' prior written noticess if Subscriber fails to pay any fees or charges due hereunder or if Subscriber commits any other breach ofss this Agreement or commits any breach of any applicable Software license Agreement for any Licensedss Program being supported under this Agreement, any contract between Subscriber and Harris or any otherss obligation of Subscriber to Harris or any of its affiliates.ss

D.ssHarris shall have the right to discontinue providing Software FX services (including Updates) for anyss Licensed Program supported under this Agreement. Software Updates may be discontinued at any time atss Harris's discretion. Other services shall not be discontinued without at least ninety (90) days' prior writtenss notice by Harris to Subscriber. Notwithstanding any other provision of this Agreement, as Subscriber's soless and exclusive remedy Harris will provide a pro-rata refund of Subscriber's annual Software FX Fee if Harrisss elects to discontinue providing Software FX services for any Licensed Program supported under thisss Agreement.ss

E.ssExcept as provided in Section 11.D. above, under no circumstances (including any termination of thisss Agreement) shall any fees paid pursuant to this Agreement be refundable once paid by Subscriber.ss

12. LIMITATION OF LIABILITY

EXCEPT FOR PERSONAL INJURY OR DEATH, HARRIS' TOTAL LIABILITY ARISING FROM THIS AGREEMENT WILL BE LIMITED TO THE AGGREGATE AMOUNT OF SOFTWARE FX FEES PAID TOss HARRIS UNDER THIS AGREEMENT.

13. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia,ss excluding its rules pertaining to conflict of laws. Subscriber consents to the personal jurisdiction of the state andss federal courts in the Commonwealth of Virginia. By entering into this Agreement, Harris and Subscriber herebyss

expressly waive any rights either party may have to a trial by jury of any civil litigation related to , or arising out of this Agreement.

14. NOTICES

All notices required or permitted hereunder shall be in writing and shall be deemed validly given upon being hand delivered, or upon receipt if sent by facsimile, e-mail or if mailed by certified mail, return receipt requested, to Subscriber at the address set forth in Exhibit A or to Harris Corporation at 221 Jefferson Ridge Parkway, Lynchburg, VA. 24501, Attention: Software Services Group, or to such other address as either party may designate to the other in writing.

15. ENTIRE AGREEMENT, EXECUTION AND MODIFICATION

A.eeThis Agreement contains the entire and only Agreement between the parties concerning the subject matteree hereof, and all prior representations and understandings in connection with the subject matter hereof areee superseded and merged herein, and any representation or understanding not incorporated herein shall not beee binding upon either party.ee

B.eeThis Agreement shall not become effective until signed on behalf of Harris by one of its officers or by anee executive duly authorized by Harris's Vice President. No change, modification, ratification, rescission, oree waiver of this Agreement or any of the provisions hereof shall be binding upon Harris unless made in writingee and signed on its behalf in like manner.ee

C.eeHARRIS DOES NOT ASSUME ANY OBLIGATIONS OR LIABILITIES IN CONNECTION WITH THEee SOFTWARE OR SERVICES OTHER THAN THOSE EXPRESSLY STATED IN THIS AGREEMENT,ee AND DOES NOT AUTHORIZE ANY PERSON (INCLUDING HARRIS'S RCE'S ORee SUBCONTRACTORS OR SUPPLIERS) TO ASSUME FOR HARRIS ANY OTHER OBLIGATIONS ORee LIABILITIES.ee

[Signature Page Follows]

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IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives.

HARRIS:	**SUBSCRIBER:**
HARRIS CORPORATION	**INDIAN RIVER COUNTY, FL.**
COMMUNIC TION SYSTEMS SEGMENT	

By: *Harriet Jefferson*   By: _____

Name: Harriet Jefferson   Name:

Title: Senior Specialist, Contracts   Title:

Date: August 17, 2018   Date:

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EXHIBIT A
DESIGNATED SYSTEM

</div>

1.   Term of Software FX Agreement.

The services, as described in the Software FX Agreement to which this Exhibit A is attached, will beee

provided for the initial period beginning   and ending

and will be automatically renewed for one-year periods thereafter pursuant to Section 11 of the Agreement.

2.   Designated System Fees.

The Designated System(s) for which the Software FX Agreement will apply is (are):

Systemee Nameee	System Classification	FXee Optionee	FXee Feeee
Indian Riveree County, FL	P25 – SR10	MASS-BSN6Jee	$95,000.00

Subscriber's subsequent years' Software FX Fees will be determined in accordance with Section 10.A. of the Agreement.

3.ee   All Notices and Software Updates under this Software FX Agreement are to be provided by Harris toee Subscriber under this Agreement are to be sent to:ee

Contact's Name:ee	Maria Restoee
Company Name:ee	Indian River Countyee
Title:ee	Emergency Managementee
Address:	4225 43rd Avenue
(Do not use P.O. Boxes)ee	Vero Beach, FL 32967ee
Telephone:ee	
Email Address:	