

PUBLIC SAFETY COMMUNICATIONS SYSTEM MAINTENANCE AGREEMENT

The following table defines terms used in this agreement and describes the Service Option Elections which specifically designate the services that will be included in this Agreement, as hereinafter defined.

Service Option Elections

Customer	Indian River County Emergency Services
Customer Address	1840 25 th Street, Vero Beach, FL 32960 Attn: Radio Systems Manager
Covered System	P25 Radio Communications System
Effective Date	October 1, 2025
Preventative Maintenance Service Level Group	☐ Bronze ☒ Silver ☐ Gold
Demand Service Level Requiring No Pre-Approval	Work order with a value of \$10,000 or less
Include P25 System Repair	☒ Yes ☐ No
Include Software Services	☒ Yes ☐ No
Include Terminal Repair	☐ Yes ☒ No
Include NOC Services	☐ Yes ☒ No
Include Tower Inspection	☐ Yes ... for the towers listed below. ☒ No
Tower 1	
Tower 2	

PUBLIC SAFETY COMMUNICATIONS SYSTEM MAINTENANCE AGREEMENT

This Public Safety Communications System Maintenance Agreement ("Agreement") is entered into as of Effective Date by and between Communications International, Inc., located at 2150 15th Ave, Vero Beach, Florida 32960 ("Ci"), and the Customer set forth on Page 1 of this Agreement. Ci and Customer may also be referred to herein, individually, as a "Party", and, collectively, as the "Parties".

WHEREAS Ci provides maintenance services for two-way radio communications systems and other electronic equipment; and

WHEREAS the Customer desires to contract the repair and maintenance of certain two-way radio equipment and other electronic equipment as described herein; and

WHEREAS the Parties desire to establish terms, conditions, and pricing under which the equipment will be maintained; and

WHEREAS the Parties hereby desire to enter into this Agreement to set forth, in writing, their respective rights, duties and obligations hereunder.

NOW, THEREFORE, for and in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the Parties agree as follows:

1. DEFINITIONS

1.1. "Covered Equipment" is defined as the list of equipment in Attached B.

1.2. "Demand Services" shall mean services requested by Customer which are not included in the fixed fee arrangement in this Agreement and where the work order for the Demand Service has a price for labor, materials, and expenses of less than the Demand Service Level Requiring No Pre-approval, as defined in the Service Option Elections. Labor rates for Demand Services shall follow the rates defined in Attachment D.

1.3. "Effective Date" shall mean the date set forth on Page 1 of this Agreement.

1.4. "Emergency Services" shall mean services that are available by Ci twenty-four (24) hours per day, seven (7) Days per week, including Federal and State Holidays to address Service Level 1 and Service Level 2 issues.

1.5. "Fixed Equipment" is defined as the site repeater stations and associated equipment, multi-site coordinator, console electronic equipment and radio control stations and as otherwise specified described as Fixed Equipment in this Agreement.

1.6. "Normal Working Hours" shall mean 8:00 am until 5:00 pm, in the time zone of the Customer's primary office, Monday through Friday, excluding Federal and State Holidays ("Business Days"), unless otherwise defined.

1.7. "Services" shall mean those services to be provided by Ci to the Customer pursuant to this Agreement, including but not limited to maintenance, repair, replacement, labor, and testing.

1.8. "Software" means those product(s) or portions thereof consisting of computer software programs, software utilities, and source code or object code.

1.9. "System" shall mean the Covered Equipment, Fixed Equipment and Software.

1.10. "Terminal Equipment" is defined as all vehicular mounted radios, personal portable radios, vehicular repeaters, and portable radio chargers and as otherwise specifically described as Terminal Equipment in this Agreement.

2. Scope of Agreement. Ci agrees to maintain the ability to provide the services set forth in Attachment A, attached hereto and incorporated herein, and to provide the Services described herein, including Demand Services. The Customer agrees to purchase Demand Services from Ci, as needed, in accordance with Attachment D attached hereto and incorporated herein.

3. Term of Agreement. The initial term of this Agreement shall be for a period of one year (the "Initial Term") with four (4) optional one-year renewal periods (each a "Renewal Term"). Either party may prevent automatic renewal by providing written notice to the other party at least ninety (90) days prior to the expiration of the Initial Term or any Renewal Term. Additionally, if Ci proposes new terms, conditions, or pricing ("New Terms"), the Agreement will not automatically renew unless Customer accepts such New Terms in writing.

4. Prices And Terms of Payment.

4.1. The fees for the services selected in Service Option Elections are as set forth in Attachment C, attached hereto and incorporated herein, and are due net 30 days from the Effective Date of this Agreement and upon each Renewal Term.

4.2. The fees for Demand Services and Professional Services or any additional services request by Customer pursuant to Section 5 hereof, are due net 30 days from the date of an invoice for the corresponding services. Invoices shall be submitted to the Customer monthly in accordance with and subject to the Florida Prompt Payment Act.

4.3. The pricing under this Contract may be adjusted each year based on the US Consumer Price Index ("CPI") found at the US Bureau of Labor Statistics web site, under the "South Urban" region of the United States map. The number used for adjustment will be the index number for "FEB" under the current year. This percent number is a twelve-month percent change for the "South Urban" over the last twelve months as reflected in February. CPI will be added or subtracted from maintenance billing each year upon renewal.

5. Additional Services.

5.1. In addition to the Services specified in this Agreement, the Customer may provide a purchase order to Ci for additional services or equipment not covered by this Agreement ("Special Requirements Order"). Within ten (10) business days of receipt of a complete and detailed Special Requirements Order, Ci will furnish the Customer with a written proposal to fill such Special Requirements Order, including price and delivery time. The Customer may accept or reject any such proposal with ten (10) Business Days of receipt. Any proposal not specifically accepted will be deemed rejected on the eleventh (11th) Business Day after receipt.

5.2. Purchase orders issued in compliance with this Agreement shall be deemed accepted when Ci issues a confirming sales order associated with the purchase.

5.3. Unless otherwise specifically agreed between Ci and the Customer, in writing, the terms and conditions of this Agreement shall take precedence over any accepted purchase order issued after the Effective Date of this Agreement.

5.4. Any delays in Ci's ability to delivery services under this Agreement that are the direct result of delays in customer-supplied materials will be billed on a cost per-hour basis.

5.5. Customer acknowledges that certain software components of the System are developed, owned, and licensed by third-party providers, including L3Harris. The L3Harris Software Services Terms and Conditions attached as Attachment F (L3Harris Terms for Reference") shall govern all aspects of software updates, security update management services, and related support for the L3Harris software components of the System. Customer agrees to comply with all terms and conditions set forth in the L3Harris Terms. The fees for L3Harris Software Services described in Attachment F are included in the Maintenance Fees set forth in Attachment C of this Agreement. Customer acknowledges that L3Harris Software Services fees are subject to annual increases as specified in the L3Harris Terms. Ci will provide Customer with at least ninety (90) days' written notice of any such fee increases prior to renewal. If Customer fails to pay any fees when due, Ci reserves the right to suspend or terminate L3Harris Software Services in accordance with the L3Harris Terms.

6. Preventive Maintenance. Ci will perform the Preventative Maintenance Services as determined by the Service Options Elections and set forth in Attachment A. Any deficiencies that are the result of misuse or abuse, or the result of a Force Majeure event, shall be identified and documented by Ci, and Ci shall provide a quotation for Demand Services to resolve any such deficiencies. Ci shall maintain records of the Preventative Maintenance tasks, and such records shall be available to the Customer upon request during the Initial Term and any Renewal Term.

7. Description of Maintenance Services. Ci will perform if following Services, if elected in Service Option Elections, for P25 Repair Services, Software Services, Terminal Services, NOC Services, and Tower Inspection Services. The services selected in Service Option Elections are provided by Ci in exchange for the Customer's payment of the Annual Fees listed in Attachment C.

7.1. Ci shall supply staffing, supervision, labor, test equipment, and supplies necessary to meet the service requirements for the Service Option Elections as selected above and defined herein.

7.2. P25 System Repair

7.2.1. If included in the Service Option Elections, P25 System Repair services shall be provided Response Time described in Paragraph 10 of this Agreement. Issues shall be resolved using customer supplied spare parts. This service is included in the annual maintenance rate. No Fixed Equipment shall be out of service more than twenty-four (24) hours, if parts are available, after notification of equipment failure when the failure results in the inability of Terminal Equipment to communicate with each other or with the Customer dispatch center.

7.2.2. Ci shall not be liable for costs incurred for repair and/or replacement of equipment that becomes inoperative due to negligence on the part of the Customer, a third party, the user, liquid intrusion, lightning damage, user installations, user removals, or the result of a Force Majeure event. Any component parts replaced because of abuse on the part of the user shall be returned to the Customer for examination.

7.2.3. Ci shall not be liable for costs incurred for correcting and/or repairing infrastructure and/or data corruption caused by improper operations by Customer or any third party or failure of any equipment used in the operation of the Customer's Fixed Equipment or Terminal Equipment that is not directly maintained by Ci.

7.3. Software Services.

7.3.1. If included in the Service Option Elections, Software Services should be provided as defined in the Software Services Agreement attached in Attachment F, which is included for reference and to define the services offered. Software Services provides periodic updates for L3Harris licensed software. Software updates are packaged to match the Customer system configuration and include a mix of enhancements, new features, and the ability to enable licensed features that may be optionally available in a given software release. All media and revised software manuals are provided at the time of any software update and are available in manual form or online through a technical assistance web page.

7.3.2. Software Services releases are installed as part of the maintenance service to avoid any inconvenience to the Customer.

7.3.3. Software upgrades are performed during evenings or weekends at no additional expense. Customer is informed in advance of any updates to be uploaded onto the system, and this will be scheduled upon approval per Customer change control process.

7.3.4. Software Services include:

7.3.4.1. Latest version of all L3Harris software

7.3.4.2. Periodic software releases for system and programming software components

7.3.4.3. Software release notes and features summary with each release

7.3.4.4. System configuration audit with initial subscription

7.3.4.5. Configuration audit kept current with software releases as shipped.

7.3.4.6. Current release provided upon enrollment.

7.3.4.7. Software installation support

7.3.4.8. Software replacement services if media becomes corrupt or damaged.

7.3.4.9. Enhancements for existing features

7.3.4.10. New features built upon earlier generations of software capability to enable new licensed features.

7.3.4.11. Access to L3Harris' Tech-Link website

7.4. Terminal Repair.

7.4.1. If included in the Service Option Elections, Terminal Repair services shall be provided. Issues shall be resolved using Ci supplied spare parts. This service is included in the annual maintenance rate.

7.4.2. Ci shall not be liable for costs incurred for repair and/or replacement of equipment that becomes inoperative due to negligence on the part of the Customer, a third party, the user, liquid intrusion, lightning damage, user installations, user removals, or in the event of a Force Majeure event. Any component parts replaced because of abuse on the part of the user shall be returned to the Customer for examination.

7.5. Network Operations Center (NOC) Remote System Monitoring.

7.5.1. If included in the Service Option Elections, Ci will provide a Network Operations Center (NOC) Remote System Monitoring ("NOC Services") as defined in Attachment G, which is included for reference and services definition. NOC Services are provided to monitor the health of the Covered Equipment 24x7x365 days per year.

7.5.2. As soon as an alarm or system degradation event is detected, the NOC is automatically notified, and remediation activities begin. The NOC technologists acknowledge and verify the alarm/event, log it in a customer specific database and begin diagnostic and troubleshooting procedures.

7.5.3. Based upon pre-established procedures between the NOC and Ci, the appropriate notifications of the alarm/event are made. Many alarms and problems can be corrected remotely from the NOC but if on-site technicians are needed, they can be dispatched by NOC personnel.

7.5.4. This prompt acknowledgement and response results in reduced system downtime and minimizes the impact of the event on users of the system. Comprehensive reports of alarms, events and remedial actions taken are provided periodically based upon specific customer requirements.

7.5.5. This service includes:

7.5.5.1. 24/7/365 remote system monitoring, management, and service dispatch

7.5.5.2. Alert tracking and analysis.

7.5.5.3. Alarm clearing

7.5.5.4. Trouble report management and escalation to technical support

7.5.5.5. Customer notification of environmental issues

7.5.5.6. Dispatch of Ci personnel when onsite service is required to troubleshoot or resolve an issue.

7.5.5.7. Summary reporting of alerts and trouble reports

7.6. Tower Inspection Services.

7.6.1. If included in the Service Option Elections, Tower Inspection Services will be performed for the towers listed in Attachment A.

7.6.2. Tower Inspection Services shall include inspection for loose bolts or hardware including those used to secure microwave antennas to their support system; and inspection for any damage or anomalies in the RF support systems (weatherproofing, cable and cable routing, guy wire and guy points, and the lighting system).

7.6.3. Loose bolts will be torqued to specifications (estimate assumes the tower has undergone final bolt torque run-through after being built), surface rust will be dealt with via cold-galvanizing-spray, and connector/ground kit weatherproofing issues will be corrected as needed.

7.6.4. Ci contracted tower crew will provide all essential hardware, labor and tooling required for the completion of this job as listed; all other materials (antenna, coax, Polyphaser, etc.) if needed will be quoted to the customer for approval and separately

invoiced. Transportation and shipping charges will apply for all material that Ci must have delivered to a tower site or must transport.

7.6.5. Unless stated otherwise, Tower Inspection Services will be performed during daylight hours Monday through Friday. Ci will not be responsible for Force Majeure delays or delays due to inclement weather, theft or vandalism during construction.

7.6.6. Tower Inspection Services do not include surveying, engineering, drawings, or permits that may be required.

7.6.7. Unless specifically stated, this contract assumes the following:

7.6.7.1. All work can and will be performed during a single mobilization when possible.

7.6.7.2. The site has ample room for safe setup, rigging and work.

7.6.7.3. The site is accessible to heavy equipment and 2-wheel drive vehicles.

7.6.7.4. Any and all cable and/or utility tracing are the responsibility of others.

7.6.7.5. The structure has a functioning OSHA/ANSI approved climbing system and safety climb device.

7.6.7.6. The tower and anchors are in good structural condition and are not subject to catastrophic failure due to rust, corrosion, etc. This estimate will terminate if the tower is not in a safe condition, suitable for climbing and the installation of hardware, and the customer will be responsible for the cost of deployment.

7.6.7.7. The RF levels on this structure are within the OSHA/ANSI standards. The Ci contracted tower crew has received RF awareness training and utilizes RF monitors. If RF levels are above standards, it is assumed appropriate measures will be taken with full cooperation of all responsible thereof.

7.6.7.8. A final inspection report will be generated and provided to the Customer detailed findings, remediation actions, and open issues that require attention.

8. Database Programming. Any user LID changes in the system database will be the responsibility of the Customer.

9. Additions And Deletions.

9.1. The quantity and type of Fixed Equipment to be maintained and/or serviced may be added to, or removed from, this Agreement while the Agreement is in force provided it is documented by a Change Order executed by the Parties. New Equipment purchased in any given Customer budget year during the Initial Term or any Renewal Term may be added to the Agreement immediately following the expiration date of the manufacturer's warranty. A Change Order must be identified the new equipment make/model, individual LID numbers, serial number(s), and property ID numbers, along with any change to the annual pricing.

9.2. Charges for Equipment added or removed in a particular month will be added to, or dropped from, the amount charged to the Customer the following month.

10. Response Time.

SEVERITY LEVEL	TYPE OF EQUIPMENT	RESPONSE TIME
Severity Level 1 (Major Failures)	A Severity Level 1 outage is defined as a complete system failure or a critical malfunction that causes: Total loss of system functionality, or Inability to perform mission-critical operations, or Severe degradation of performance that renders the system effectively unusable, such as a reduction in channel capacity of 25% or more. This includes (but is not limited to): System crashes or hangs with no available workaround. Data corruption or loss of access to essential data. Network or infrastructure failures affecting multiple users or locations. Security breaches or vulnerabilities requiring immediate mitigation.	<u>24x7x365</u> First response within thirty (30) minutes to remotely diagnose and attempt to resolve the problem. Arrive on-site within two (2) hours, if necessary.
Severity Level 2 (Moderate Failures)	A Severity Level 2 (Moderate Severity) outage is defined as a partial system failure or a significant issue that: Degrades system performance or functionality, but Does not prevent core operations from continuing, and Has a workaround available, though it may be inconvenient or inefficient. This includes (but is not limited to): Performance issues impacting specific features or non-critical components. Failures affecting a limited number of users or locations. System errors that interrupt secondary functions but not mission-critical	<u>24x7x365</u> Within thirty (30) minutes to remotely respond to the problem. Arrive on site within four (4) hours, if necessary.

	operations. Workarounds exist, but the issue still requires timely resolution to prevent escalation.	
Severity Level 3 (Non-Emergency)	A Severity Level 3 (Non-Emergency) issue is defined as a low-impact problem, cosmetic defect, or general support request that: Does not impact core system functionality, and Does not interrupt normal operations, and Can be addressed during routine maintenance cycles. This includes (but is not limited to): - Minor alarms that do not prevent or prohibit use of the Fixed Equipment - Site environmental alarms - An individual dispatch console that is inoperable - Individual dispatch control stations that are inoperable - Minor user interface issues or cosmetic bugs - Documentation errors or clarification requests - Feature enhancement requests - General how-to questions or configuration guidance	<u>Next Business Day</u> Respond within one Business Day to begin remote diagnosis and attempt remote resolution. Arrive on-site during Business Hours, as needed, to diagnose and resolve the issue.

11. Force Majeure. Ci shall be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic (including, without limitation, cases of illness or condition, communicable or non-communicable, caused by bioterrorism, pandemic influenza, or novel and highly infectious viruses, agents or biological toxins), pandemics, disease, quarantine restrictions, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, fuel, carrier or labor shortages, natural catastrophes, governmental acts or omissions, new or increased tariffs, duties or related costs, trade policy, sanctions, import/export restrictions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy. For the avoidance of doubt, Force Majeure shall include changes in market prices or conditions resulting from any of the foregoing which causes financial distress or the inability of Ci to make a profit or avoid a financial loss. The obligations and rights of Ci so excused will be extended on a day-to-day basis for the period of time reasonably necessary to overcome the effects of the underlying cause of the delay; provided however, if such period extends beyond sixty (60) days Ci may cancel this Agreement.

12. Restrictive Covenant. Customer agrees that, during the Initial Term and any Renewal Term of this Agreement and for a period of twelve (12) months following its termination or expiration, it shall not,

directly or indirectly, solicit for employment or engagement, offer employment to, or hire any employee, contractor, or subcontractor of Ci who was involved in the performance of services under this Agreement, without the prior written consent of Ci. In the event of a breach of this Section, Customer acknowledges that damages would be difficult to ascertain and agrees to pay Ci an amount equal to twelve (12) months of the individual's last annual compensation received from Ci. The Parties agree that this amount represents a fair and reasonable estimate of the damage that would result from such a breach.

13. Indemnification. Customer agrees to indemnify and hold Ci, its affiliates, subsidiaries, officers, directors, employees and subcontractors harmless from and against all actions, claims, liabilities, losses, damages (whether direct or indirect, incidental, consequential or otherwise) expenses or costs (including but not limited to attorney's fees) which arise out of, relate to or are in any way connected with a breach by Customer of any of its obligations set forth in this Agreement, to the extent allowable under Florida law, and that Indian River County is not waiving any sovereign immunity it may have in relation to this contract. The provisions of this Section 13 shall survive the termination of this Agreement.

14. WARRANTY. ANY COVERED EQUIPMENT PROVIDED HEREUNDER IS WARRANTED UNDER THE EQUIPMENT MANUFACTURER'S WARRANTY. THE EQUIPMENT MANUFACTURER'S WARRANTIES SHALL BE PROVIDED BY CI UPON REQUEST BY CUSTOMER. CI WARRANTS THAT THE SERVICES PERFORMED OR FURNISHED HEREUNDER SHALL BE PROVIDED BY QUALIFIED, TRAINED INDIVIDUALS IN A PROFESSIONAL AND WORKMANLIKE MANNER CONSISTENT WITH INDUSTRY STANDARDS, IN COMPLIANCE WITH APPLICABLE FEDERAL, STATE, AND LOCAL LAWS AND IN ACCORDANCE WITH THE TERMS, SPECIFICATIONS, AND REQUIREMENTS OF THIS AGREEMENT. THE SAME STANDARDS OF CARE SHALL BE REQUIRED OF ANY SUBCONTRACTOR ENGAGED BY CI.

THE EXPRESS WARRANTY SET FORTH ABOVE, IS THE EXCLUSIVE WARRANTY OFFERED BY CI AND IS IN LIEU OF ANY AND ALL OTHER CONDITIONS AND WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED OR STATUTORY AND CI MAKES NO WARRANTY OF MERCHANTABILITY OF FITNESS FOR ANY PARTICULAR PURPOSE. WARRANTIES ARE LIMITED TO THOSE PROVIDED BY MANUFACTURERS.

TO INITIATE A WARRANTY CLAIM, THE CUSTOMER MUST CONTACT CI'S SUPPORT TEAM AND PROVIDE:

- A DESCRIPTION OF THE ISSUE OR OBSERVED FAULT,
- SYSTEM LOCATION AND ACCESS DETAILS, AND
- ANY RELEVANT DOCUMENTATION OR COMMISSIONING RECORDS.

CI WILL ASSESS THE REPORTED ISSUE AND DETERMINE, IN ITS REASONABLE DISCRETION, WHETHER THE PROBLEM QUALIFIES UNDER THIS WARRANTY OR FALLS UNDER BILLABLE SERVICE.

15. LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN, WILL CI OR ITS SUPPLIERS, SUBCONTRACTORS, MANUFACTURERS OR AGENTS BE LIABLE FOR: (A) ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS,

BUSINESS, REVENUES OR SAVINGS, EVEN IF CI HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR IF SUCH DAMAGES ARE OTHERWISE FORESEEABLE, IN EACH CASE, WHETHER A CLAIM FOR ANY SUCH LIABILITY IS PREMISED UPON BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY OF LIABILITY; (B) ANY CLAIMS, DEMANDS OR ACTIONS AGAINST CUSTOMER BY ANY THIRD PARTY; (C) ANY LOSS OR CLAIM ARISING OUT OF OR IN CONNECTION WITH CUSTOMER'S IMPLEMENTATION OF ANY CONCLUSIONS OR RECOMMENDATIONS BY CI BASED ON, RESULTING FROM, ARISING OUT OF OR OTHERWISE RELATED TO THIS AGREEMENT.

EXCEPT FOR CLAIMS FOR PERSONAL INJURY OR FOR DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY TO THE EXTENT CAUSED BY CI'S FAULT OR NEGLIGENCE, CI'S MAXIMUM LIABILITY TO CUSTOMER FOR ANY CLAIM FOR DAMAGES RELATING TO CI'S PERFORMANCE OR NON-PERFORMANCE UNDER THIS AGREEMENT SHALL BE LIMITED TO \$50,000.

16. Insurance. Within thirty (30) days of the execution of this Agreement, Ci shall furnish the Customer with certificates of insurance showing that Ci carries Automobile Insurance and General Liability Insurance in an amount not less than one million dollars (\$1,000,000) per occurrence and Workmen's Compensation Insurance sufficient to satisfy state law requirements. The certificates of insurance shall also provide that at least thirty (30) days' notice in writing shall be given to the Customer of any cancellation or reduction of coverage before such coverage is cancelled or reduced.

Ci shall not be relieved of any obligation of indemnification pursuant to this Agreement by reason of its failure to secure and maintain insurance as required by this Section.

17. Assignment. This Agreement may not be assigned without the consent of the other party, which consent shall not be unreasonably withheld. However, Ci may: (i) assign all its rights, obligations and liabilities under this Agreement to any subsidiary; (ii) assign all of its rights, obligations and liabilities under this Agreement to a successor in the event of the sale of all or substantially all of the assets of Ci; and (iii) assign its rights to monies due or payable under this Agreement. Ci's assignment of monies due or payable under this Agreement will not relieve Ci of any obligations or responsibilities to Customer hereunder.

18. Termination. In addition to termination for non-renewal as set forth in Paragraph 3, the Parties agree that this Agreement may be terminated as set forth below.

18.1. Termination for Cause. Either party may terminate this Agreement for cause upon thirty (30) days' written notice to the other party in the event of a material breach of any provision of this Agreement, provided that such breach is not cured within the thirty (30) day notice period. If the breach is not reasonably curable within thirty (30) days, but the breaching party has commenced and is diligently pursuing a cure, the non-breaching party may agree in writing to extend the cure period. Termination under this Section shall be without prejudice to any other rights or remedies available at law or in equity.

18.2. Termination Due to Non-Appropriation. Notwithstanding any other provision of this Agreement, if sufficient funds are not appropriated or otherwise made available by Customer's governing body to permit Customer to fulfill its obligations under this Agreement, Customer may terminate this Agreement by providing written notice to Ci. Such termination shall be effective on the last day for which funds were appropriated. In the event of such termination, Customer shall pay Ci for all authorized services performed and expenses incurred up to the effective date of termination. No early termination penalties or cancellation fees shall apply.

18.3. **Mutual Termination.** This Agreement may be terminated at any time upon the mutual written consent of both Ci and Customer, under such terms and conditions as may be agreed upon.

18.4. **Effect of Termination.** Upon termination of this Agreement for any reason:

18.4.1. Ci shall promptly cease work and deliver to Customer all work in progress, deliverables, or other materials prepared or obtained in connection with this Agreement.

18.4.2. Customer shall pay Ci for all authorized services performed and authorized expenses incurred through the effective date of termination, subject to the terms of this Agreement.

18.4.3. Both parties shall cooperate to ensure an orderly transition of services, if applicable.

19. **Governing Law, Venue, Limitation of Actions.** This Agreement shall be governed and construed in accordance with the laws of the State of Florida. The parties hereby consent and submit to the exclusive jurisdiction of the appropriate state or federal court serving Indian River County, Florida, as to any dispute or controversy arising either directly or indirectly, under or in connection with this Agreement. No action for breach of this Agreement or any covenant or warranty arising under this Agreement shall be brought more than one year after the cause of action has occurred.

20. **Electronic Signatures, Execution in Counterparts and by Electronic Delivery.** Each Party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument. Documents scanned and transmitted electronically shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned signatures having the same legal effect as original signatures.

21. **Entire Agreement and Modification.** This Agreement and the attachments hereto and made a part hereof sets forth the entire agreement of the Parties with respect to the subject matter hereof and supersedes and merges all prior agreements and understandings. No amendment, modification, or waiver of any provisions of this Agreement or consent to any departure therefrom shall be effective unless in writing and signed by duly authorized officers of both Parties.

22. Single Point of Contact For Services/Sow's. The following people will be the single point of contact for Services for this agreement:

Communications International, Inc.

2150 15th Avenue
Vero Beach FL 32960
Jeff Willingham
772-473-2557
jwillingham@ask4ci.com

IRC Emergency Svces

1840 25th Street
Vero Beach, FL 32960
Karen Rackard
772-226-3943
Krackard@indianriver.gov

IN WITNESS HEREOF, Communications International, Inc. and the Customer have caused this Agreement to be executed as of the Effective Date.

Communications International, Inc.

Signature

Susan Almeraz

Name

Controller

Title

9/16/25

Date

Indian River County Emergency Services

Signature

John A. Titkanich, Jr.

Name

County Administrator

Title

Date

ATTACHMENT A PREVENTATIVE MAINTENANCE SERVICE LEVELS

The following three tables describe the Preventative Maintenance Services that are available under this Agreement. The services are grouped into three Service Level Groups: Bronze, Silver, and Gold. The Customer selects the Service Level Group as part of the Service Option Elections. The offered services are further grouped by the period of delivery: quarterly, semi-annually, and annually.

Quarterly Services	Preventative Maintenance Service Level		
	Gold	Silver	Bronze
1. Network Core / Prime Site			
Inspect and log CPU usage, memory, storage thresholds.	X	X	X
Verify firmware versions and apply non-critical updates (as scheduled).	X	X	X
Review system logs and alarms.	X	X	X
Check system backup routines and test recent backup restorations.	X	X	X
Perform failover tests if system is geo-redundant.	X	X	X
2. Dispatch Consoles			
Verify IP connectivity and latency to core.	X	X	X
Confirm voice logging systems are operating.	X		
Clean hardware components and check peripheral function (headsets, speakers).	X	X	
Test hot spare or backup positions.	X		
3. Monitoring and Alerts			
Validate NMS (network monitoring system) thresholds and alerting mechanisms.	X	X	X
Review recent trouble tickets and correlate with system data for trends.	X		

Semi-Annual (Every 6 Months)	Preventative Maintenance Service Level		
	Gold	Silver	Bronze
1. Infrastructure			
Visual inspection of tower-mounted antennas and cables.	X	X	
Physical inspection of tower-mounted antennas and cables.	X		
Visual grounding and bonding system checks.	X	X	
Physical test grounding and bonding system checks.	X		
Line sweep test on antenna feedlines.	X		
Check T1/MPLS/IP links to RF sites for latency and packet loss.	X		
Visual site environmental inspection (HVAC, intrusion detection, power).	X	X	
Physical site environmental inspection (HVAC, intrusion detection, power).	X		
2. Power Systems			
Visually inspect UPS systems.	X		
Visually inspect and test UPS systems.	X		
Battery voltage and load test.	X		
Visual generator inspection.		X	
Visual Generator inspection and load test.	X		
Fuel level check.		X	
Fuel level check and quality sampling.	X		
3. Microwave or Backhaul Equipment			
Alignment verification and signal strength readings.	X	X	
Firmware/patch update review.	X		
SNMP trap verification to NOC. N/A	X		

Annual- Once Per Contract Year	Preventative Maintenance Service Level		
	Gold	Silver	Bronze
1. Systemwide Audit			
Inventory all equipment with serial numbers, firmware versions.	X	X	
RF coverage verification (field test or modeling).A	X		
Security audit (user accounts, password policies, patch levels).A	X		
Review SLAs and incident response metrics.	X		
Conduct tabletop or live failover test.	X		
2. Training & Documentation			
Annual refresher training for system administrators and key technical staff.	X		
Update network documentation, diagrams, and SOPs.	X		
Review customer contacts, escalation paths.	X	X	X
3. System Optimization			
Re-evaluate talkgroup loading and system busies.	X		
Optimize channel allocation based on usage patterns.	X		
Evaluate logging/recording system storage and retention policies.	X		
4. Terminal			
Measurement output power, correct modulation including data rates and analog or digital voice.	X	X	X
Check transmit and receive frequency and receiver sensitivity.	X	X	X
Correct any deficiencies found and document all results.	X	X	X

ATTACHMENT B: Covered Equipment

South Tower Site	Serial Number(s)	Qty
Master V Stations		10
Receiver Multicoupler with Tower Top Amp		1
Network Sentry Server		1
Mastr III Mutual Aid Channels		6
Intraplex Multiplexer		1
Microwave Radios to IRCEM & VBPD		4
Microwave Radios to Egrets Marsh		2
Microwave Radios to IRCFD Station 2		2
IP Network Equipment		1
MPLS Router		1
GPS Receiver		2
SMT- Station Management Terminal		1
MME -Miniture Mobile Exchange Device		1
South Site-VASB Network		
Vida Unit Switch (VASB)		1
Interoperability Gateway shelves		4
DC Power System neg 48 volt		1
IP Network Equipment		1
GPS Receiver		1
North Tower Site		
Master V Stations		10
Receiver Multicoupler with Tower Top Amp		1
Network Sentry		1
Mastr III Mutual Aid Channels		6
Intraplex Multiplexer		1
DC Power Supply System neg 48 volt		1
Microwave Radios to Hobart		2
Microwave Radios to Sebastian PD		2
Microwave Radio to West		2
IP Network Equipment		1
MPLS Router		1
GPS Receiver		2
Fellsmere (West) Tower Site		
Master V Stations		10
Network Sentry Server		1
Mastr III Mutual Aid Channels		6
Receiver Multicoupler with Tower Top Amp		1
Intraplex Multiplexer		1
DC Power Supply System neg 48 volt		1
Microwave Radios to Hobart		2
Microwave Radio to North		2

MPLS Router		1
IP Network Equipment		1
GPS Receiver		2
Dispatch Equipment		
Symphony Consoles		13
Microwave Alarm Pc		1
Netclock -GPS		2
Microwave Radios (IRCSO,VBPD,Seb PD dispatch)		6
IP Network Equipment		1
UPS battery backup (located at South site)		1
XL-185M Backup radios		15
MPLS Router		5
Rectifier AC to DC 48v each PSAP		4
Hobart Tower Site		
Master V Stations		10
Network Sentry Server		1
Receiver Multicoupler with Tower Top Amp		1
Intraplex Multiplexer		1
Med 4 Station		0
Med 8 Station		1
VHF EM/Fire Page Station		1
DC Power System neg 48 volt		1
Microwave Radios to North, IRCEM sites		4
Microwave Radios to FS2		2
GPS Receiver		2
Master III Mutial Aid Channels		3
MME _Miniture Mobile Exchange Device		1
MPLS Router		1
Egret Marsh Site		
Master V Stations		10
Receiver Multicoupler with Tower Top Amp		1
Network Sentry		1
DC Power Supply System neg 48 volt		1
Microwave Radlos to South site		2
Microwave radios to West		2
MPLS Router		1
IP Network Equipment		1
GPS Receiver		2
IRC EOC Site- VASA Network		
Microwave Radios to IRCSO Dispatch, Hobart, South sites		6
IP Network Equipment		1
Vida Unit Switch (VASA)		1
MPLS Router		1
Fiber Mux		1

GPS Receiver		1
IRC FS#2 Site		
Master V Stations		10
Network Sentry		1
Receiver Multicoupler with Tower Top Amp		1
Intraplex Multiplexer		1
Microwave Radios to South site		2
Microwave radios to Hobart site		2
MPLS Router		1
IP Network Equipment		1
GPS Receiver		2
Rectifier AC to DC 48v each PSAP		1
UPS Battery Backup		1

ATTACHMENT C: Pricing List

P25 System Maintenance

Description	Contract Year	Annual Total
Maintenance on P25 System	First Year of the Term	\$412,820.04
Maintenance on P25 System	First Renewal Term	Plus, CPI
Maintenance on P25 System	Second Renewal Term	Plus, CPI
Maintenance on P25 System	Third Renewal Term	Plus, CPI
Maintenance on P25 System	Fourth Renewal Term	Plus, CPI

Software Services

Description	Contract Year	Annual Total
Software Services	First Year of the Term	\$131,513.33
Software Services	First Renewal Term	\$250,150.00
Software Services	Second Renewal Term	\$84,516.00
Software Services	Third Renewal Term	To be Quoted
Software Services	Fourth Renewal Term	To be Quoted

Terminal Services

Description	Contract Year	Annual Total
Terminal Services	First Year of the Term	N/A
Terminal Services	First Renewal Term	N/A
Terminal Services	Second Renewal Term	N/A
Terminal Services	Third Renewal Term	N/A
Terminal Services	Fourth Renewal Term	N/A

Network Operations Center (NOC) Remote Monitoring

Description	Contract Year	Annual Total
Remote Monitoring Service (NOC)	First Year of the Term	N/A
Remote Monitoring Service (NOC)	First Renewal Term	N/A
Remote Monitoring Service (NOC)	Second Renewal Term	N/A
Remote Monitoring Service (NOC)	Third Renewal Term	N/A
Remote Monitoring Service (NOC)	Fourth Renewal Term	N/A

Tower Inspection

Description	Year	Annual Total
Annual Tower Inspection	First Year of the Term	N/A
Annual Tower Inspection	First Renewal Term	N/A
Annual Tower Inspection	Second Renewal Term	N/A
Annual Tower Inspection	Third Renewal Term	N/A
Annual Tower Inspection	Fourth Renewal Term	N/A

ATTACHMENT D: 2025-2026 DEMAND SERVICE RATES

<u>Demand Services</u>	<u>Charge</u>
Discounted Hourly Demand Service Rate for 8 hours x 5 days	\$147.50
Emergency and After-Hours Demand Rate	\$221.25
 <u>Professional Services (per hour)</u>	
System Design Engineering	\$175.00
Engineering	\$175.00
RF Propagation	\$175.00
Inter-modulation Study	\$175.00
Fleet Map Structure	\$175.00
Traffic Analysis	\$175.00
Dispatch Center Consulting	\$175.00
FCC Frequency Searches	\$175.00

ATTACHMENT E: Special Equipment Purchase Discounts

For the first twelve months of the Term, Ci will extend special discounts on equipment available through the L3Harris catalog as described below:

Period	Special Discount
First 12 months of the Term	28% discount on L3Harris branded equipment
	5% discount on vendor (product code 77) equipment in L3Harris catalog

Discounts on all other manufactured equipment, custom equipment, and software not having published discount levels will be quoted at the time of request.

ATTACHMENT F: L3Harris Software Services Agreement
for Reference on the Terms that Are Passed-Through by Ci to Customer

SOFTWARE SERVICES AGREEMENT

THIS SOFTWARE SERVICES AGREEMENT ("Agreement") is hereby entered into between L3Harris and Communications International, Inc. [on behalf of Customer] ("Subscriber") on the following terms and conditions:

1. SCOPE OF AGREEMENT.

During the term of this Agreement, as set forth in Section 11, L3Harris agrees to provide Subscriber with the following:

- A. L3Harris Software Update benefits including software updates, documentation updates and other services, as set forth in Section 3 of this Agreement, for the software developed and provided by L3Harris and contained within the Subscriber's Designated L3Harris System(s) as described in **Exhibit A** to this Agreement; and
- B. L3Harris Security Update Management Service including patch management services for the updating of security related patches, as set forth in Section 4 of this Agreement, to the Subscriber's Designated L3Harris System(s) as described in **Exhibit A** to this Agreement.

2. DEFINITIONS

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

- A. "Contract" means the Agreement for the purchase of the Designated System(s).
- B. "Current Software Release Levels" means the most recent Software release announced by L3Harris as being commercially available. "Commercially available" does not include interim releases provided as emergency fixes or software released for beta test or noncommercial or similar purposes.
- C. "Designated System(s)" means the L3Harris system(s) purchased by Subscriber and identified in Exhibit A to this Agreement. The Designated System does not include Third Party Software Products. Excluded Products or other systems to which the Designated System may be linked.
- D. "Enterprise Configuration" means a radio system level configuration that is capable of supporting large county, multi-county, regional or statewide installations.
- E. "Excluded Products" means third Party Products contained in the customer's system that were not sold by L3Harris to Subscriber.
- F. "L3Harris Licensed Programs" means all L3Harris Software programs and associated documentation nonexclusively licensed to Subscriber by L3Harris for use solely with Subscriber's Designated System.
- G. "L3Harris Software Updates" means any commercially available corrections, modifications or enhancements to the Licensed Programs generally released and/or provided by L3Harris.
- H. "L3Harris Network Solutions Provider" (NSP) means an entity authorized by L3Harris to sell certain L3Harris products and systems as an authorized NSP in accordance with the provisions of a NSP Agreement between L3Harris and such person or entity.
- I. "IAVA" Information Assurance Vulnerability Alert. An IAVA is an announcement of a computer application software or operating system vulnerability notification in the form of alerts,

bulletins, and technical advisories identified by DoD-CERT, a division of the United States Cyber Command.

J. "Optional Feature" means those L3Harris Software features, not currently contained in the Subscriber's Designated System, available for Current Software Release Levels that are available to Subscriber at an additional cost.

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

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

M. "RCE" means L3Harris's Regional Centers of Excellence. RCEs are L3Harris master distributors of all L3Harris land mobile radio products and services.

N. "STIG" means Security Technical Implementation Guide. A STIG is a methodology for standardized secure installation and maintenance of computer software and hardware.

O. "Security Updates" means software updates that mitigate, address and/or resolve product security vulnerabilities in system components offered by the Seller. These updates may include Vendor Patches and/or Vendor Workarounds.

P. "Security Update Distribution" means the Seller providing Security Updates to which the Subscriber is entitled under the terms of this Agreement, affecting components of the Subscriber's Designated System as defined in Exhibit A.

Q. "Software Updates" means all L3Harris provided software updates to either L3Harris designated SW system components or SUMS Software updates.

R. "SUMS" means L3Harris's Security Update Management Service. L3Harris's automated patch management system that provides periodic, security-related software updates.

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

T. "Tech-Link" is the technical information section of L3Harris's web site. Access is restricted to authorized subscribers via user ID and password login.

U. "Third Party Software Products" means software owned by a party other than L3Harris Corporation.

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

W. "Vendor Workarounds" means configuration and/or procedural changes provided by third-party software vendors that mitigate, address and/or resolve PVA(s).

3. **L3HARRIS SOFTWARE UPDATES**

A. **L3Harris Software Releases Included.** With respect to each Licensed Program, and subject to the conditions of this Agreement, L3Harris will provide the Software Updates described below during the term of this Agreement. All Updates shall be shipped to Subscriber's Software Services contact designated in Exhibit A of this Agreement via protective packaging containing a quantity of programmed Software media (e.g., Proms, Tapes, Compact Discs or DVDs) necessary for Subscriber to fully implement the Software Updates within its Designated System. In addition, each shipment of Software Updates shall contain at least one set of Software release notes detailing the contents of the Software Update and providing installation instructions.

i. **Software Updates Upon Enrollment.** As determined by the system audit described in Section 6.A.i. of this Agreement, L3Harris shall provide to Subscriber the Software Updates needed, if any, to bring the Licensed Programs within Subscriber's Designated System up to L3Harris's Current Software Release Levels. Such Updates will be provided at no additional cost to Subscriber provided Subscriber has enrolled in the Software

Services program within the enrollment deadline specified in Section 9.A of this Agreement. [To be tailored dependent upon customer's HW Software Services enrollment] – [and provided Subscriber has installed, at Subscriber's expense, the compatible hardware necessary to accommodate the Software Updates.

ii. Subsequent Software Updates. During the term of this Agreement and subject to Subscriber's performance of its obligations, L3Harris shall provide to Subscriber Software Updates, released by L3Harris subsequent to Subscriber's enrollment in Software Services, for the Licensed Programs contained within Subscriber's Designated System. Such subsequent Software Updates may include:

iii. Enhancements and/or corrections to existing features for all Designated System backbone components and/or radios.

iv. New features or improvements to existing features implemented via the system components already contained within Subscriber's Designated System.

B. System Level Release Documentation: Prior to the general release of a major system release by L3Harris for L3Harris Licensed Programs, L3Harris shall make available a system level release document announcing the impending release, and detailing its contents and impact, if any, on any other L3Harris hardware or Software components. Subscriber acknowledges that older hardware may not have sufficient capacity for the operation of the Software Updates. IN THIS AGREEMENT OR OTHERWISE REQUIRES L3HARRIS EITHER TO DESIGN UPDATES THAT REMAIN COMPATIBLE WITH THE DESIGNATED SYSTEM HARDWARE OR TO PROVIDE ADDITIONAL HARDWARE UNDER THIS AGREEMENT, AND SUBSCRIBER WAIVES ANY SUCH DUTY OR OBLIGATION BY L3HARRIS.

4. L3HARRIS SECURITY UPDATE MANAGEMENT SERVICE

A. **Security Update Distributions Inclusions.** Subject to the conditions of this Agreement, Seller will provide periodic SECURITY UPDATES described below during the term of this Agreement. All SECURITY UPDATES shall be provided to Subscriber's contact designated in Exhibit A. SECURITY UPDATES shall contain software necessary for the Subscriber to fully implement the Security Update within the Designated System and at least one set of Software release notes detailing the contents of the SECURITY UPDATES and providing installation instructions.

i. Security Updates Upon Enrollment. As determined by the system audit described in Section 6.A.i. of this Agreement, Seller shall provide to Subscriber the SECURITY UPDATES needed, if any, to bring the Licensed Programs within Subscriber's Designated System up to Seller's current security software release levels. Such updates will be provided at no additional cost to Subscriber provided Subscriber has enrolled in the Software Services program within the enrollment deadlines specified in this Agreement. [**To be tailored dependent upon customer's HW Software Services enrollment] – [and provided Subscriber has installed, at Subscriber's expense, any compatible hardware necessary to accommodate the SECURITY UPDATES.]**

ii. Subsequent Security Updates. During the term of this Agreement and subject to Subscriber's performance of its obligations, Seller shall provide to Subscriber SECURITY UPDATES that may include:

a. Vendor Patches and/or Vendor Workarounds, enhancements, corrections, and/or changes, made by third-party software vendors to software included in Seller provided products subject to the Subscriber's right to receive the third-party software. The Subscriber may be required to have a currently executed services/support Agreement(s) with third-party vendor(s) separate from this Agreement.

B. SUMS PRODUCT Features Summary.

- i. The Seller will use reasonable efforts to monitor pertinent governmental, vendor, independent and open-source databases for PVAs, IAVAs, STIGs and for any subsequent resolutions that affect products provided by the Seller that are part of the Subscriber's Designated System.
- ii. The Seller will make every reasonable effort to verify that the PVA, IAVA, and STIG resolutions, Vendor Patches, and/or Vendor Workarounds, do not adversely affect the Seller's stated performance of the Subscriber's Designated System.
- iii. The Seller will provide Security Update Distributions to the Subscriber at periodic intervals targeting bi-monthly releases. The interval shall be determined solely by the Seller. More frequent Security Update Distributions may be required to address urgent product security vulnerabilities. Security Update Distributions on other than a bi-monthly basis does not constitute a contractual default by the Seller.
- iv. The Seller will provide Security Update Distributions in a means suitable for use on the target devices of the Subscriber's Designated System. Optional On-Site Support Services may be contracted by the Subscriber, outside of this Agreement, through the Seller or the Seller's RCE or Network Solutions Provider or designated local service provider as set forth in Section 6.A. iv.
- v. Prior to the general release by Seller of any Security Updates, Seller shall make available a SUMS PRODUCT release document announcing the impending release, and detailing its contents and impact, if any, on any other Seller hardware or Software components. Subscriber acknowledges that older hardware may not have sufficient capacity for the operation of the Software Updates. NOTHING IN THIS AGREEMENT OR OTHERWISE REQUIRES SELLER EITHER TO DESIGN UPDATES THAT REMAIN COMPATIBLE WITH DESIGNATED SYSTEM HARDWARE OR TO PROVIDE ADDITIONAL HARDWARE UNDER THIS AGREEMENT, AND SUBSCRIBER WAIVES ANY SUCH DUTY OR OBLIGATION BY SELLER
- vi. The Seller will provide with each Security Update Distribution a Security Release Notes document. This document will detail the PVA resolutions and/or mitigation addressed by this release, installation and installation recovery procedures and software and hardware compatibility information where applicable.
- vii. Automated Security Update Distribution Services. The Seller will provide a means of automating the distribution of Security Updates to the target devices within the Subscriber's Designated System. Subscriber shall be responsible for providing the necessary hardware and licenses to run the automated distribution of Security Updates. This hardware shall be part of Subscriber's Designated L3Harris System or purchased at Subscriber's expense from Seller prior to the initialization of this Software Services Agreement. As set forth in Section 9.C. of this Agreement, it shall be the Subscriber's responsibility to complete the security update process on the target devices (e.g., rebooting the target devices) following the Patch Application instructions in the Release Notes accompanying each Security Update Distribution. Optional On-Site Support Services may be contracted by the Subscriber, outside of this Agreement, through the Seller or the Seller's RCE or Network Solutions Provider or designated local service provider as set forth in Section 6.A.iv.
- viii. Assessment Reporting. For those PVAs monitored by the Seller as stated in Section 4.B.h., the Seller will provide responses assessing the effects of the monitored PVAs on the LMR system and stating Seller's recommendations for required actions. Access to the PVA assessments will be granted through Tech-Link, a restricted web site maintained by the Seller. The Seller does not guarantee assessment response time but will make reasonable efforts to provide timely assessment responses.

5. **SOFTWARE RELEASES NOT INCLUDED**

A. Software Releases Not Included. The following Software releases are not included within the terms of this Agreement:

- i. New Products. Any Software products released by L3Harris for which an earlier generation or release level is not already contained within Subscriber's Designated System. If Subscriber wishes to implement such Software products within its Designated System, it will need to license such products at the fees then in effect and purchase any necessary compatible hardware for operation of such Software.
- ii. Third Party Software. To the extent that such Third-Party Software Products are available and compatible with the Designated System, L3Harris reserves the right to charge an additional fee for upgrades to software programs that are licensed by a third party for use with the L3Harris system yet are not the property of L3Harris. The Subscriber may be required to have currently executed services/support Agreement(s) with third-party vendor(s) separate from this Agreement. Subscriber must provide evidence of a current services/support Agreement at the seller's request.

6. **SOFTWARE SERVICES INCLUDED**

A. Services Included. Subject to the terms and conditions of this Agreement and Subscriber's compliance therewith, L3Harris will provide to Subscriber the services described below.

- i. System Configuration Baseline and Documentation Update. As part of the initial enrollment process for Software Services, L3Harris may deem it necessary to conduct a system audit of Subscriber's Designated System(s) to be covered under this Agreement. If said audit is required, L3Harris, or its RCE or L3Harris Network Solutions Provider will conduct the audit. This audit will be used to verify Subscriber's first-year Software Services Fee and to determine the Software release levels for Licensed Programs contained within Subscriber's System at the time of enrollment, together with any hardware updates necessary to accommodate Software Updates.
- ii. Installation Phone Support. Subscriber's Software Services subscription shall include telephone support by L3Harris's Technical Assistance Center (TAC) personnel with respect to the installation of Software Updates. Such support will be available during L3Harris' normal business hours (8:00 a.m. to 5:00 p.m. Eastern Standard Time Monday through Friday, excluding holidays) and for a period of ninety (90) days from the date the Software Update is released to Subscriber. After-hours emergency support will be available through L3Harris optional System Maintenance services at prices then in effect, provided that Subscriber is in compliance with the terms of this Agreement.
- iii. Upgrade Planning. If Subscriber is in compliance with the terms of this Agreement and its Designated System is classified as an Enterprise Configuration, L3Harris, or its RCE or Network Solutions Provider, shall provide an annual consultation service to review L3Harris' planned Software releases and evaluate the operational and financial impact such releases may have on Subscriber's Designated System. If Subscriber is in compliance with the terms of this Agreement and its Designated System is classified below an Enterprise Configuration, upgrade planning is not included within the terms of this Agreement but can be obtained from L3Harris at the rates then in effect for such service.
- iv. On-Site Services. Initial Installation Services are optionally available, outside of this Agreement, through the Seller, the Seller's RCE or Network Solutions Provider, or a

designated local service provider provided that Subscriber is in compliance with the terms of this Agreement.

v. Tech-Link. Tech-Link is the restricted access, technical information section of Seller's web site. Seller will provide Software Services subscribers access, via user ID and password authorization, to Software Services and SUMS release documentation and downloadable distribution media. Seller will also provide additional authorization to allow subscribers to view PVA, IAVA, and STIG assessment recommendations described in Section 4.B.i.

7. SOFTWARE SERVICES NOT INCLUDED. Services Not Included. The following services/products are not included within the terms of this Agreement:

A. Hardware Upgrades. In the occasional event that a Software Update released requires a corresponding hardware change, Subscriber will need to purchase separately the compatible hardware required. L3 L3Harris will endeavor to notify Subscriber in advance via the system level release documentation or, if applicable, via Software Services upgrade planning service of any hardware changes needed in order to implement a Software Update. No such notice will be given for Third Party Software Updates or Excluded Products, and no hardware upgrade may be available.

B. Software Update Installation. Installation of Software Updates for terminal products, Software Updates for infrastructure, and Security Updates by Seller are not included, but such installations may be obtained from Seller, or its RCE or Network Solutions Provider, at the rates then in effect for such service, provided that Subscriber is in compliance with the terms of this Agreement.

C. Optional Support Services. Other Software support services Subscriber may require, including, but not limited to, training, customized software programming or troubleshooting through Seller's Technical Assistance Center are outside the scope of this Agreement but may be obtainable through other programs offered by Seller.

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

In the event any Software media contained within Subscriber's Designated System incurs damage, whether from acts of Nature or human error, L3Harris shall provide replacements for such Software to Subscriber at no additional charge, subject to the terms and conditions of this Agreement.

9. CONDITIONS FOR SERVICE

A. Enrollment Deadline. Subscriber agrees to enroll in Software Services no later than sixty (60) days after the earlier of: (i) the first expiration date of the warranty provided by L3Harris for any component of Subscriber's Designated System, or (ii) the first expiration date of the warranty provided by L3Harris for any of the Software within Subscriber's Designated System. If such warranty already has expired when Subscriber is first offered the Software Services Program, Subscriber will be given a 60-day grace period in which to enroll in Software Services. A Subscriber meeting the enrollment deadline will receive, at no additional charge as described in Sections 3.A.i. and 4.A.i of this Agreement; the Software Updates needed to bring its Designated System up to L3Harris's Current Software Release Levels to the extent the Designated System hardware is compatible with such Software Updates.

B. Subscriber Contact. Seller requests that Subscriber identify its Subscriber Contact in Exhibit A. Subscriber shall designate a person with sufficient technical expertise to be able to interact knowledgeably with Seller's technical support personnel. To the maximum extent practicable, Subscriber's communications with Seller (with regard to the Software Updates provided under this Agreement) should be through the Subscriber Contact.

C. Installation. Subscriber agrees to properly install the Software Updates provided by Seller in order of receipt from Seller. Subscriber understands that Software support provided by Seller is limited to Seller's Current and current minus 1 Software Release Levels of Licensed Programs for the Designated System.

D. Media Labeling. Subscriber agrees that if it makes copies of any Software Update supplied by L3Harris, for backup purposes, Subscriber will reproduce any copyright notice and/or proprietary notice appearing on and/or in such Update and will label all copies with all information, including part numbers and revision levels, provided on the set of media provided by L3Harris. Nothing herein grants Subscriber any right to sublicense any Software or to distribute copies to any other person, and such sublicensing and distribution is expressly prohibited.

E. No Modification of Software. The subscriber agrees not to modify, enhance, or otherwise alter any Software unless specifically authorized in the user documentation provided by L3Harris with such Software Update or unless the prior written consent of L3Harris is obtained. Under no circumstance shall Subscriber create or permit the creation of any derivative work from any Software or the reverse engineering or replication of any Software.

F. L3Harris's obligations under this Agreement are conditional upon Subscriber's compliance with the terms of this Agreement and any Contract then in effect between L3Harris and Subscriber.

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

10. **FEES, TERMS OF PAYMENT & TAXES**

A. SOFTWARE Services Fee. Subscriber agrees to pay L3Harris an annual Software Services Fee, in the amount set forth in Exhibit A to this Agreement, plus taxes pursuant to Subsection E below, for Software Services provided during the term as defined in Exhibit A. Subsequent years' Software Services Fees, beyond Subscriber's first-year fee specified in Exhibit A, may or may not remain at the same rates. Any significant changes made to Subscriber's Designated System(s) configuration will be reflected in the following year's Software Services Fee.

If L3Harris's rates for Software Services should increase, Subscriber will be notified in writing of any such increases at least one hundred twenty (120) days prior to the end of Subscriber's yearly Software Services period then in effect.

B. Other Charges. Subscriber understands that if it chooses to delay its enrollment in Software Services beyond the deadline described in Section 9.A. of this Agreement, Subscriber will need to license, at the applicable fees then in effect, the initial Software Updates needed to bring its System up to L3Harris's Current Software Release Levels, as well as any hardware which may be required to accommodate such Updates.

C. Due Date. Subscriber's first-year Software Services Fee will be invoiced upon receipt of this Agreement signed by Subscriber. Payment will be due thirty (30) days from the date of the invoice. Subscriber's subsequent years' Software Services Fees will be automatically invoiced sixty (60) days prior to the commencement of the subsequent year's term. Payment of all amounts due is a condition precedent to L3Harris providing any future Software Updates or other services.

D. Taxes. In addition to all fees specified herein, Subscriber shall pay the gross amount of any present or future sales, use, excise, value-added, or other similar tax applicable to the price, sale or delivery of any products or services furnished hereunder or to their use by Subscriber, unless Subscriber shall otherwise furnish L3Harris with a tax-exemption certificate acceptable to the applicable taxing authorities.

E. Discontinuance. Subscriber understands that if Subscriber discontinues and then subsequently resumes participation in the Software Services Program, Subscriber will be required to pay a re-entry fee for any benefits provided to Subscriber upon re-entry to the Software Services Program plus the Software Services Fee for the term then commencing.

11. **TERM & TERMINATION**

A. Software Services will be provided by L3Harris to Subscriber for an initial one-year term, as defined in Exhibit A to this Agreement, and thereafter on a year-to-year basis as provided herein, subject to prior payment in full of all outstanding fees and charges at the time of renewal and compliance with the provisions of this Agreement.

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

C. L3Harris shall have the right to suspend or terminate this Agreement upon thirty (30) days' prior written notice if Subscriber fails to pay any fees or charges due hereunder or if Subscriber commits any other breach of this Agreement or commits any breach of any applicable Software license Agreement for any Licensed Program being supported under this Agreement, any contract between Subscriber and L3Harris or any other obligation of Subscriber to L3Harris or any of its affiliates.

D. L3Harris shall have the right to discontinue providing Software Services (including Updates) for any Licensed Program supported under this Agreement. Software Updates may be discontinued at any time at L3Harris's discretion. Other services shall not be discontinued without at least ninety (90) days' prior written notice by L3Harris to Subscriber. Notwithstanding any other provision of this Agreement, as Subscriber's sole and exclusive remedy L3Harris will provide a pro-rata refund of Subscriber's annual Software Services Fee if L3Harris elects to discontinue providing Software Services for any Licensed Program supported under this Agreement.

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

12. **LIMITATION OF LIABILITY. EXCEPT FOR PERSONAL INJURY OR DEATH, L3HARRIS' TOTAL LIABILITY ARISING FROM THIS AGREEMENT WILL BE LIMITED TO THE AGGREGATE AMOUNT OF SOFTWARE SERVICES FEES PAID TO L3HARRIS UNDER THIS AGREEMENT.**

13. **GOVERNING LAW AND DISPUTE RESOLUTION.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, excluding its rules pertaining to conflict of laws. Subscriber consents to the personal jurisdiction of the state and federal courts in the State of Florida by entering into this Agreement, L3Harris and Subscriber hereby 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 Communications International Inc, at 4450 US Highway 1, Vero Beach, FL 32967, Attention: Mike Reed, or to such other address as either party may designate to the other in writing.

15. **ENTIRE AGREEMENT, EXECUTION AND MODIFICATION**

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

B. This Agreement shall not become effective until signed on behalf of L3Harris by one of its officers or by an executive duly authorized by L3Harris's Vice President. No change, modification, ratification, rescission, or waiver of this Agreement or any of the provisions hereof shall be binding upon L3Harris unless made in writing and signed on its behalf in like manner.

C. L3HARRIS DOES NOT ASSUME ANY OBLIGATIONS OR LIABILITIES IN CONNECTION WITH THE SOFTWARE OR SERVICES OTHER THAN THOSE EXPRESSLY STATED IN THIS AGREEMENT AND DOES NOT AUTHORIZE ANY PERSON (INCLUDING L3HARRIS'S RCE'S OR SUBCONTRACTORS OR SUPPLIERS) TO ASSUME FOR L3HARRIS ANY OTHER OBLIGATIONS OR LIABILITIES.

**ATTACHMENT G: NOC Master Services Agreement
for Reference on the Terms that Are Passed-Through by Ci to Customer**

THIS MASTER SERVICES AGREEMENT ("Agreement") is made and entered into between Communications International, Inc. [on behalf of Customer], (hereinafter referred to as "Ci") and L3Harris.

1.DEFINITIONS

Definitions are those set out in the Definitions attached to this Agreement [applying only to this example pass-through set of terms].

2.SCOPE.

This Agreement describes the terms and conditions for (a.) purchases by Ci of Services and (b.) delivery by L3Harris of the Services to Ci or otherwise delivered by L3Harris to Ci. L3Harris shall provide the Services described in this Agreement or other document(s) attached to and made part of this Agreement. (c.) SOWs may contain definitions, terms, and conditions specific to that SOW. (d.) At Ci's request, L3Harris may also provide Demand Services at L3Harris's Demand Services rates. (e.) All Services provided under this Agreement are only applicable to the Equipment listed in the Equipment List attached to this Agreement.

3.CONDITIONS OF SERVICE.

- (a.) All Equipment must be in good working order on the Commencement Date of this Agreement or for additional Equipment at the time the additional Equipment is added to the Agreement.
- (b.) On the Commencement Date of this Agreement, or within thirty (30) days of the Commencement Date, Ci shall provide L3Harris with an Equipment serial number list of all Equipment to be covered under this Agreement.
- (c.) Ci must promptly notify L3Harris of any Equipment failure or when any Equipment is lost, damaged, stolen or taken out of service.
- (d.) If Ci purchases additional Equipment that becomes part of the same system as the initial Equipment, the additional Equipment may be added to this Agreement and will be billed at the applicable rates after the original warranty for such Equipment expires.
- (e.) Ci is solely responsible for obtaining and complying with any necessary permits and licenses from the Federal Communications Commission, or any other Federal, State, tribal local governmental authority, related to the purchase, installation, erection, and operation of any Equipment hereunder.

4. SITE ACCESS, SERVICE TIMES.

- (a.) If applicable on-site Response Times are based on the assumption that the site is accessible by normal transportation methods and vehicles. On-Site Response Time requirements exclude site locations that require extensive drive time due to traffic conditions or site locations where specialized vehicles are required.
- (b.) Ci is responsible to ensure that all necessary clearances, escorts, ID cards, network access requirements including custom software or security credentials, or other special requirements have been provided to L3Harris in advance to allow technicians prompt access to any Equipment requiring service that may be located in a secured or limited access area under Ci's control.
- (c.) Ci agrees to provide L3Harris an appropriate work environment and unlimited access, working space including heat, light ventilation, electric current and outlets, and local wireless and telephone access for the use of L3Harris service personnel in the Equipment's physical location.
- (d.) Ci shall be billed at Demand Services rates for time lost or changes due to any delay caused by Ci in the provision or execution of the Services.

5. PAYMENT TERMS.

- (a.) Payment terms shall be net thirty (30) days from the date of invoice. All amounts past due over thirty (30) days shall accrue interest from their due date at the rate of one and one-half percent (1-1/2%) per month (or such lesser rate as may be the maximum permissible rate under applicable law).
- (b.) L3Harris may at any time hereafter revise the rates set forth in this Agreement by giving Ci Notice thereof not less than ninety (90) days prior to the rate change, provided that the revised rates are mutually agreed upon in writing. (
- c.) Any taxes related to Services pursuant to this Agreement shall be paid by Ci or Ci shall present an exemption certificate acceptable to the taxing authorities. Applicable taxes shall be billed as a separate item on the invoice, to the extent possible.

6. TERM AND TERMINATION.

- (a.) The term of this Agreement shall begin on the Commencement Date of the Summary Page to which these Terms and Conditions are attached and shall continue for the period indicated on the Summary Page.
- (b.) In the event the Ci fails to make any overdue payments due to L3Harris under this Agreement within fifteen (15) days after receipt of Notice from L3Harris, L3Harris may at its option immediately thereafter terminate this Agreement. In the event of any other default under this Agreement, either Ci or L3Harris shall give the other party Notice describing the default and a thirty (30) day period to correct the default. This Agreement may then be immediately canceled if the default is not corrected prior to the end of the thirty (30) day period.
- (c.) L3Harris shall have the right to terminate this Agreement at any time by providing Ci thirty (30) day Notice.
- (d.) If L3Harris provides Services after the termination or expiration date of this Agreement, the terms and conditions in effect at the time of the termination or expiration date will apply to those Services and Ci agrees to pay for those Services on a time and material basis at Demand Services rates.

7. SERVICES NOT COVERED.

- (a.) Services exclude the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner, use not in compliance with applicable industry standards, excessive wear and tear, misuse, abuse, accident, environmental conditions, liquids, power surges, neglect, acts of God, acts or omissions or delays by Ci or third party, or other force majeure events.
- (b.) Unless specifically included in this Agreement, Services exclude accessory items, or items that are consumed in the normal operation of the Equipment such as batteries, UPS, belt attached objects such as clips or holsters, battery chargers, personal audio interfaces such as footswitches or ear pieces, headsets, keypads, fuses, knobs, lanyards, labels, custom or special products, upgrading or reprogramming Equipment, modified Equipment or software, tower or tower lighting, or repair or maintenance of any transmission path object for voice or data radios including antennas, dishes, masts, tower top amplifiers, transmission lines, tower services, climbs, or parts required to repair any equipment mounted on towers. L3Harris has no responsibilities for any transmission medium, such as telephone lines, computer networks, the internet or for Equipment malfunction caused by the transmission medium.
- (c.) Excluded are services, hardware, or software, to resolve Software or Equipment problems resulting from third party products or causes beyond L3Harris' control or failure of Ci to perform Ci's responsibilities set out in this Agreement.
- (d.) Other exclusions may be defined in a SOW or other document attached to this Agreement.

8. WARRANTY.

ALL SERVICES PROVIDED HEREUNDER SHALL BE PERFORMED IN A WORKMAN LIKE MANNER. EXCEPT AS SPECIFIED IN THIS SECTION, L3HARRIS HEREBY DISCLAIMS AND CI WAIVES ALL REPRESENTATIONS, CONDITIONS, AND WARRANTIES (WHETHER EXPRESS, IMPLIED, OR STATUTORY), INCLUDING WITHOUT LIMITATION, ANY

WARRANTY OR CONDITION(A) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, TITLE, SATISFACTORY QUALITY, QUIET ENJOYMENT, ACCURACY,

(B) ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE IN THE INDUSTRY. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE DISCLAIMED, SUCH WARRANTY IS LIMITED IN DURATION TO THE APPLICABLE EXPRESS WARRANTY PERIOD. CI'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY SHALL BE, AT L3HARRIS' OPTION, RE-PERFORMANCE OF THE SERVICES; OR TERMINATION OF THIS AGREEMENT; OR REMOVAL OF THE APPLICABLE EQUIPMENT FROM THE EQUIPMENT LIST OR TERMINATION OF THE APPLICABLE SOW AND RETURN OF THE PORTION OF THE FEES PAID TO L3HARRIS BY CI FOR SUCH NON- CONFORMING SERVICES.

9. LIMITATION OF LIABILITY.

NOTHING IN THIS AGREEMENT SHALL LIMIT L3HARRIS' OR ITS SUPPLIERS' LIABILITY FOR (1) PERSONAL INJURY OR DEATH CAUSED BY ITS NEGLIGENCE; OR (2) L3HARRIS LIABILITY IN THE TORT OF DECEIT OR FOR FRAUD. THE LIABILITY OF EITHER PARTY TO THE OTHER OR TO ANY THIRD PARTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY COLLATERAL CONTRACT, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE SHALL BE LIMITED TO THE GREATER OF (I) AMOUNTS PAID OR PAYABLE BY CI TO L3HARRIS FOR THE SERVICES DURING THE SIX (6) MONTHS PRECEDING THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH LIABILITY OR (II) ONE HUNDRED THOUSAND (100,000) US DOLLARS. IN THE CASE OF TRANSACTIONAL ADVANCED SERVICES PERFORMED UNDER A SOW, THE LIABILITY OF EITHER PARTY SHALL BE LIMITED TO THE AMOUNT PAID OR PAYABLE BY CI TO L3Harris PURSUANT TO THE RELEVANT SOW DURING THE SIX (6) MONTHS PRECEDING THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH LIABILITY. THE LIABILITY OF L3Harris SHALL BE CUMULATIVE AND NOT PER INCIDENT. SUBJECT TO THE EXCEPTIONS SET OUT IN THE FIRST PARAGRAPH OF THIS SECTION, IN NO EVENT SHALL EITHER PARTY OR ITS SUPPLIERS BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR LOST OR DAMAGED DATA, OR ANY INDIRECT DAMAGES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE EVEN IF SUCH LOSSES OR DAMAGES WERE FORESEEN, FORESEEABLE, KNOWN OR OTHERWISE. BY ENTERING INTO THIS AGREEMENT CI DOES NOT (A) CONSENT TO SUIT, OR (B) WAIVE ITS GOVERNMENTAL IMMUNITY OR THE LIMITATIONS AS TO DAMAGES.

10. COVERAGE, INTERFERENCE, AND THIRD-PARTY FACILITIES.

Representations concerning the distance at which usable radio signals will be transmitted and received by the Equipment supplied hereunder shall not be binding upon L3Harris unless reduced to a writing signed by an authorized representative of L3Harris and made a part of this Agreement. Radio systems are subject to degradation of service from natural phenomena and other causes beyond the reasonable control of L3Harris such as motor ignition and other electrical noises, and interference from other users assigned to the same or adjacent frequencies. L3Harris cannot be responsible for interference or disruption of service caused by operation of other radio systems or by natural phenomena or by motor ignition or other interference over which there is no reasonable control. Such interference and noise can be minimized by addition (at Ci's expense) of corrective devices adapted for particular locations and installations. L3Harris will make recommendations as to the use of such devices; however, total freedom from noise and interference cannot be guaranteed.

In the event Ci utilizes facilities or services supplied by others such as common carrier services or shared services, L3Harris shall have no responsibility for the availability or adequacy of any such facilities or services.

11. INSURANCE.

L3Harris shall obtain and at all times during the term of this Agreement keep in full force and effect comprehensive general liability and auto liability insurance policies issued by a company or companies licensed by the insurance department and authorized to do business in the State(s) of Ci's facilities where with liability coverage provided for therein in the amounts of at least \$1,000,000.00 CSL (Combined Single Limits). Coverage afforded shall apply as primary. L3Harris shall provide Notice of cancellation or nonrenewal.

12. SPARE PARTS, END OF PRODUCTION.

(a.) If Spare Parts are required in the provision or execution of the Services, Ci shall be responsible for the purchase of Spare Parts. L3Harris will assist Ci in determining the inventory of spares. Ci will order Equipment spares in the same manner in which Ci orders other Equipment.

(b.) L3Harris will generally support provisioning of its Equipment for a period of five (5) years after final production. L3Harris will endeavor to provide six (6) months advance notice of the final production date. Third Party equipment will be supported in accordance with the individual manufacturer's provisioning policy. L3Harris will utilize commercially reasonable efforts to assure Third Party spare parts and equipment availability to support its Services under this Agreement. L3Harris shall not be liable to Ci for Third Party spare part and equipment obsolescence or unavailability under this Agreement beyond its commercially reasonable efforts.

13. GENERAL.

(a.) L3Harris will comply with applicable Federal, State and local laws and regulations as of the date of this Agreement which relate to equal employment opportunity (including applicable provisions of Executive Order 11246, as amended), workmen's compensation, and the manufacture in L3Harris's facilities of the Equipment delivered hereunder (including applicable provisions of the Fair Labor Standards Act of 1938, as amended). The price and, if necessary, delivery of any Equipment will be equitably adjusted to compensate L3Harris for the cost of compliance with laws or regulations except as specified above.

(b.) This Agreement shall be interpreted and the legal relations between the parties determined in accordance with the laws of the State of Florida. The venue for any legal proceedings shall be in any state or federal court in the State of Florida. The invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity or enforceability of any other provisions thereof.

(c.) L3Harris shall not be responsible for delays or failures in performance under this Agreement that are due to causes beyond its reasonable control including, but not limited to, acts of God, war, acts of terrorism, fires, severe weather, floods, strikes, blackouts, – embargoes, emergency conditions incompatible with safety or good quality workmanship, any similar unforeseen event that renders performance commercially implausible, or work performed on L3Harris Equipment by third parties not authorized by L3Harris to perform such work. In the event such delays or failures interrupt L3Harris' Services to Ci, L3Harris shall promptly notify Ci of the circumstances and the anticipated delay.

(d.) This Agreement cannot be amended, modified or any provisions waived orally. All amendments and modifications must be in writing and signed by both parties. All waivers must be provided in writing by the party waiving their rights under this Agreement.

(e.) L3Harris may subcontract service work. Should any subcontractor fail to perform, or their work otherwise proves unsatisfactory, L3Harris will arrange for continuing Services of the Equipment by qualified technicians for the duration of this Agreement. L3Harris shall be liable to Ci for any direct costs, including the cost of obtaining alternate Services, if necessary, incurred by Ci for failure of any subcontractor to satisfactorily perform the work required by this Agreement.

(f.) All notices ("Notice") under this Agreement shall be in writing and shall be deemed to have been duly given upon being delivered personally or upon receipt if mailed by certified mail, return receipt requested. Notices shall be sent to the representatives named on the Summary Page or any subsequent representative for which Notice was provided pursuant to this section.

(g.) This Agreement may not be assigned without Notice of the other party, which consent shall not be unreasonably withheld. However, L3Harris may: (i) assign all of its rights, obligations, and liabilities under this Agreement to any subsidiary; or (ii) assign its rights to monies due or payable under this Agreement; L3Harris shall provide Ci with Notice of any such assignment. L3Harris assignment of monies due or payable under this Agreement will not relieve L3Harris of any obligations or responsibilities to Ci hereunder.

DEFINITIONS

AGREEMENT. Means the Agreement Terms and Conditions, Summary Page, Definitions, Statement of Work(s), Equipment List, and any other attachments, all of which are incorporated herein by reference.

COMMENCEMENT DATE. Means the date on which Services begin.

CUSTOMER. Means the end-user entity, named in the Summary Page, purchasing Services for its own internal use under this Agreement.

DEMAND SERVICES. Means service requests beyond the scope of and not defined in this Agreement and will be performed at L3Harris' current rates.

DESIGNATED SYSTEM(S). Means the L3Harris system(s) purchased by Ci and identified in Equipment List. The Designated System does not include Third Party Software products, excluded products or other systems to which the Designated System may be linked.

EFFECTIVE DATE. Means the date on which the Agreement is signed by the last of the parties to sign the Summary Page of this Agreement.

EQUIPMENT. Means the land mobile radio products and related systems, as listed in the Equipment List.

EQUIPMENT LIST. Means the specific, serialized list of Equipment to be covered as set forth in the applicable SOW.

NON-L3HARRIS SOFTWARE. Means software whose copyright is owned by a party other than L3Harris or its affiliated companies, including but not limited to the anti-virus updates, operating system patches, and signature files.

RESPONSE TIMES. Means the expected timeframe to respond to unscheduled system problem or outage event. Response Times are described in the applicable SOW. Response Times are based on the assumption that the site is accessible by normal transportation methods and vehicles. On-site Response Time requirements exclude site locations that require extensive drive time due to traffic conditions, obstructions, distances, or site locations where specialized vehicles are required.

SECURITY UPDATES. Means software updates that mitigate, address and/or resolve product security vulnerabilities in system components offered by L3Harris, including but not limited to, operating system updates, antivirus signatures, and other security related Windows-based third-party updates (Microsoft security patches, Red Hat Linux security patches, and vulnerability updates for third party products). These updates may include non- L3Harris software patches and/or a work-around.

SECURITY UPDATE MANAGEMENT SERVICE ("SUMS"). Means L3Harris' automated patch management system that provides periodic, security-related software updates.

SERVICES. Means services to be provided by L3Harris as identified and more specifically described in SOWs.

SOFTWARE. Means the proprietary computer software of L3Harris, owned exclusively by L3Harris or L3Harris' suppliers, as appropriate, and as further defined in and licensed to Customer pursuant to the terms of the Software License Agreement.

SOFTWARE UPDATES. Means all L3Harris provided Software Updates to either L3Harris designated system components or Security Updates. Updates may contain enhancements and/or corrections to existing features.

SPARE PART(S). Means required additional Equipment to be purchased by Customer for use to complete repairs of critical Equipment.

STATEMENT OF WORK ("SOW"). Means the attached document(s) describing the Services to be performed by L3Harris.

SUMMARY REPORT. Means email, phone call, or other communication to indicate action taken.

TECH-LINK. Means L3Harris' secure web portal containing on-line support tools offered to Customer as part of the applicable SOW. Access is restricted to authorized Customers via user ID and password login.

TERMINALS. Means mobile radios, portable radios, control stations, vehicle repeaters, or back up dispatch radios that consist of mobile or portable radios as their prime radio transmitter, as listed in the Equipment List.

THIRD PARTY (IES). Means any entity other than L3Harris that provides products or services to Customer, whether managed by or processed through L3Harris.

WORKING HOURS. Working Hours are defined as 8:00 a.m. to 5:00 p.m. Monday through Friday excluding national holidays. Work performed outside of Working Hours is defined as Demand Services or Other Services.

STATEMENT OF WORK ("SOW")

NOC Network Monitoring and Dispatch

This SOW is subject to the Agreement Terms and Conditions to which it is attached. The Equipment covered by this SOW is contained in the attached Equipment List.

1.0 Description of Services

Services to be performed under this SOW are Network Monitoring and Dispatch Services for L3Harris's P25 and OpenSky communications systems by the Network Operations Center ("NOC").

1.1 Network Operations Center("NOC"):

1.1.1 NOC provides network infrastructure monitoring and site environmental monitoring to assist Customer in managing and maintaining their communications systems. NOC is staffed with qualified technical personnel and currently provides network monitoring for P25 and OpenSky customers. NOC staff is alerted when alarm conditions occur in the Customer's system, the Customer's system notifies NOC, and NOC technologists react to such alarms per guidelines established with the Customer to define notification, escalation and response plans based on alarm Table 1 Response Matrix.

1.1.2 L3Harris provides dedicated connectivity using Generic Routing Encapsulation crypto tunneling technology from the Customer's system to the NOC. NOC technicians can perform 24x7x365 monitoring of system elements as defined in the Radio Network Monitor ("RNM") and covered in the Equipment List:

1.1.2.1 Packet routing network.

1.1.2.2 Controllers.

1.1.2.3 All servers.

1.1.2.4 Gateways.

1.1.2.5 Dispatch consoles.

1.1.2.6 RF Sites and environmental or housekeeping alarms.

1.1.2.7 Microwave/T1/Fiber/4.9 GHz backhauls.

2.0 L3Harris Responsibilities:

2.1 Support for a network interface to the NOC via a secure connection.

2.2 Monitor the Customer's system/network on a 24x7x365 basis.

2.3 Upon detection of a system alarm condition per Table 1 Response Matrix, the NOC will initiate a service ticket.

2.4 Notify Customer's single point of contact.

2.5 Coordinate dispatch of a local technician.

2.6 Support to L3Harris engineering staff, L3Harris field technicians, subcontractors/vendors, and authorized Customer's representatives.

2.7 Escalation to L3Harris management when required.

2.8 Documentation of alarm activity, date/time of alarm, actions taken, and results of those actions using Advanced Management Maintenance System incident logging which provides:

- 2.8.1 Immediate recognition of noteworthy events.
- 2.8.2 Accurately documented data pertaining to the current issue.
- 2.8.3 Compare current incidents against past occurrences to assist with troubleshooting.
- 2.8.4 Determine appropriate assignment.
- 2.8.5 Accurately update with relevant information.
- 2.8.6 Real time email notifications to appropriate personnel customized to specific equipment.
- 2.8.7 Real time web access to view work order status is available.
- 2.9 Monthly summary via email to customer documenting response activity.
- 3.0 Customer Responsibilities:
 - 3.1 Provide L3Harris with a single point of contact to notify of issues to which L3Harris responds.
 - 3.2 Provide L3Harris unlimited, safe, physical, and remote access to Customer sites and equipment to support delivery of service.
 - 3.3 Notify L3Harris when there is any activity that impacts the system, Equipment, or Services including RNM system configuration changes.
 - 3.4 Perform recommended preventive maintenance, software, and hardware updates.
 - 3.5 Provide IT support for Generic Routing Encapsulation Tunnel termination at Routers and Firewalls as required.
 - 3.6 Provide a virtual private network or better connection for all systems.
 - 3.7 Provide all necessary licensing and software for equipment to connect to and be monitored by the L3Harris RNM.
 - 3.8 Customer's single point of contact will initiate a service request directly to the NOC, through the toll-free telephone number (866) 537-7763 or the web-based service request portal.
 - 3.9 Provide L3Harris with Customer information before commencing NOC services, which include but are not limited to:
 - 3.9.1 Issue notification preferences and procedure.
 - 3.9.2 Repair process and procedure.
 - 3.9.3 Escalation process and procedure documentation.
 - 3.9.4 Completion of required RNM alarm mapping and reporting requirement information for entire system.
 - 3.10 Provide the following information to NOC when initiating a service request:
 - 3.10.1 Customer call back phone number.
 - 3.10.2 Problem description and site location.
 - 3.10.3 Customer assigned issue ID number.
 - 3.10.4 Other pertinent information requested by NOC to open a service order.
 - 3.11 Cooperate with L3Harris to provide the Services described in this SOW.
- 4. Exclusions: Any system equipment not connected to L3Harris' RNM or listed in the Equipment List.

Table 1: Response Matrix

SEVERITY LEVEL	TYPE OF EQUIPMENT	RESPONSE TIME
Severity Level 1 (Major Failures)	Any site inoperable 25% of system switches inoperable 25% of site channels inoperable. 25% of dispatching capability is inoperable. Any major alarm that is leading to an inoperable state of 25%.	<u>24x7x365</u> Within thirty (30) minutes to notify designated personnel.
Severity Level 2 (Moderate Failures)	Moderate issues that prevent a customer's normal use of Equipment. Single site channel or subsystem inoperable (single region) Individual dispatch console inoperable Individual dispatch control stations inoperable	<u>24x7x365</u> Within thirty (30) minutes to notify designated personnel.
Severity Level 3 (Non-Emergency)	Minor alarms that do not prevent or prohibit use of Equipment. Operational, parts, and configuration questions Site environmental alarms Intermittent problems being reviewed or monitored that are not resulting in a Severity Level 1 or Level 2 issue. Scheduled or routine maintenance administrative issues. Preventive maintenance protocol or questions.	<u>Next Business Day</u> Within the next business day notify designated personnel.

EXCLUDED ITEMS

The SOWs listed above include the Services to be provided specifically on the Equipment listed above. The below listed items are excluded from these Services. Customer may request that Ci perform services on the below listed items and Ci will prepare a Demand Services quote to provide those services.

- Civil maintenance on Tower, Shelter, Fences, Landscaping and Environmental Systems.
- Not active spares equipment. Spare equipment used in active service are covered in the listing of Covered Items.
- Software Installation or Services related to Software.
- Hardware or Software procurement, installation, or Services due to compatibility.
- Any other existing network or system infrastructure or equipment not provided by Ci.
- Logging recorders