

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (“Agreement”) is made and entered into this 30th day of September, 2022, by and between **Communications International Inc**, (hereinafter referred to as “CI”) located at 4450 US HWY 1, VeroBeach, FL 32967, in support of Indian River County Emergency Services (hereinafter referred to as “Customer”). This Agreement shall begin on October 1st, 2022 (“Commencement Date”) and shall continue for a one (1) year period (“Term”) through September 30th, 2023 (“Expiration Date”).

This Agreement, along with its sections and attachments listed below, describes the terms and conditions for purchase of Services by Customer as described in this Agreement or other document(s) attached to and made part of this Agreement. In the event of any inconsistencies or conflicts within this Agreement, precedence shall be given to the documents in the order in which they are listed:

SECTION I	SCOPE
SECTION II	SERVICES
SECTION III	GENERAL TERMS AND CONDITIONS
ATTACHMENT A	EQUIPMENT LIST
ATTACHMENT B	SERVICE DESCRIPTIONS

I. SCOPE

1. This Agreement contains the terms and conditions for Customer’s purchase and CI/L3Harris’ delivery of the Services. CI/L3Harris shall provide the Services described in this Agreement, including its attachments. In addition to the General Terms and Conditions, the Service Descriptions included in Attachment B may contain terms and conditions specific to that particular service.
2. The Services are defined within this Agreement and are limited to only those Services in Section (“Services”) and further described in Attachment B (“Service Descriptions”). All Services provided under this Agreement are only applicable to the Equipment identified in Attachment A (“Equipment List”). Any Equipment not identified in the Equipment List is excluded from the services.

II. SERVICES

Below sets forth the mutually agreed Services purchased by Customer.

SERVICES
Software Services MASS-BSN6J -includes services below <ul style="list-style-type: none"> • Security Update Management Services (SUMS+) • Software Managed Services (SMS) • Premium Technical Support (PTS)

TERM (Period of Performance)	ANNUAL SUPPORT FEES
The Agreement shall begin on the Commencement Date and shall continue for a one-year period through Expiration Date.	
TOTAL ANNUAL SUPPORT FEES (YEAR)	\$126,320.40

Invoicing will occur annually, and payment will be due 30 days from the date of invoice.

Purchase Order Required Yes* No

*If a Purchase Order ("PO") is required by Customer, Customer must issue CI a PO before the Commencement Date, otherwise, CI will invoice Customer without the issuance of a Customer PO.

III. GENERAL TERMS AND CONDITIONS

1. SUPPORT.

- a. Services shall be provided for the Equipment at the Customer site(s) described in Attachment A ("Equipment List") and, unless agreed otherwise in writing, CI shall not be obligated to provide Services for any products, equipment, hardware, software, site(s), or systems not identified in Attachment A ("Equipment List").
- b. If Customer purchases additional equipment from CI, then that equipment must be added to the Equipment List by a mutually agreed upon Amendment to this Agreement for CI to provide Services for that new equipment. The Amendment must also amend Section III. ("Services") to account for the cost of providing Services for the additional equipment.
- c. If Equipment cannot, in CI's reasonable opinion, be properly or economically serviced for any reason, the Parties may agree upon a mutually agreed to Amendment to i) remove that Equipment from this Agreement or ii) modify the scope of Services related to that Equipment or iii) increase the price of providing Services for that Equipment.

2. DEMAND SERVICES.

- a. **Demand Services Fees.** At Customer's request and upon CI' approval, CI may provide Demand Services for an additional fee. CI shall provide a written quote for such Demand Services based upon the circumstances known at the time of the request and CI shall perform such Demand Services only once the Parties have mutually agreed upon the scope and fees for such Demand Services.
- b. **Writing Required.** Any Demand Services that CI agrees to perform shall be clearly defined in a properly executed Amendment to this Agreement, purchase order, or separate agreement between the Parties.
- c. **Emergency on Demand.** CI may provide Demand Services in a manner not consistent with the requirements in this Section in an emergency, on a case-by-case basis, and at CI' sole discretion.
- d. **Excluded Services.** If Customer requests CI to provide any Excluded Services listed in this Agreement, such Excluded Services will be considered Demand Services and will only be provided in accordance with this Section.

3. CONDITIONS OF SERVICE.

CI' obligations to perform the Services are conditioned upon the below conditions being met by Customer. Customer shall:

- a. ensure Equipment is in good working order as of the Commencement Date and continues as such during the Term. Customer shall ensure Equipment is maintained per the recommended manuals.
- b. purchase any necessary Hardware or upgrades, at Customer's expense, that may be necessary for the Services.
- c. not modify, enhance, or otherwise alter any Software Update unless specifically authorized in the user documentation provided by L3harris with such Software Update or unless the prior written consent of L3Harris is obtained.
- d. not create or permit the creation of any derivative work from any Software Update or the reverse engineering or replication of any Software Update.

- e. meet all General Customer Obligations and satisfy all Customer's requirements under this Agreement.

4. EXCLUDED SERVICES.

Only the Services in Section III. ("Services"), as further described in Attachment B ("Service Descriptions"), shall be provided. The Services shall not include exclusions defined in other parts of this Agreement. Unless purchased by Customer and listed as Services under Section II. Services of this Agreement, Excluded Services are the following services excluded from the Services of this Agreement:

- a. receiving Services for items not set out in Attachment A ("Equipment List") of this Agreement; or Equipment that has reached End of Life ("EOL") or End of Support ("EOS") or Equipment for which parts are not available.
- b. correction of faults due to Customer's failure to meet its obligations outlined throughout this Agreement.
- c. correction of faults, defects, or damage caused by any of the following: i) Customer's modification, neglect, or misuse of the Equipment; ii) use other than in the normal, customary, intended, and authorized manner, or use not in compliance with applicable industry standards or OEM specifications ; iii) excessive wear and tear, abuse, vandalism, theft or other criminal activity, accident, disaster, fire, flood, water, weather or environmental conditions, liquids, power surges, acts of God; iv) acts or omissions or delays by Customer or Third-Party; v) work performed on Equipment by Customer or Third-Parties who are not authorized by CI to perform such work; or vi) force majeure event not otherwise described within this Section.
- d. correction of faults in any equipment (whether or not supplied by L3Harris) not covered by this Agreement.
- e. receiving any software unless expressly provided for as a Service under this Agreement.
- f. implementation of changes to the Equipment or configurations which were not a requirement of the specifications for the Equipment listed in this Agreement or otherwise committed to by CI in a properly executed agreement between the Parties.
- g. correction of any fault which would be remedied by a software or routine maintenance or repair which is required by the specifications for the Equipment.
- h. installation of software, Software Updates, or Security Updates unless such installation is L3Harris' responsibility and falls within the defined Services of this Agreement. See SUMS+ Installation and/or SMS Installation, if applicable.
- i. receiving system configuration documents or system audit.
- j. initial installation or configuration of any software, or installation of multiple revisions of software to catch up to a more recent software release, or to roll back to a previous software release, or any configuration changes. Note, this installation or configuration is neither included in SUMS+, SMS, nor VIDA Secure Sentry Installation Services.
- k. software installation on Equipment unless targeted by the L3Harris Software Update or L3Harris Operating System Patch and as per the SUMS+ Installation, SMS Installation, and/or VIDA Secure Installation Service Descriptions, as applicable.

5. GENERAL CUSTOMER OBLIGATIONS.

Customer acknowledges that receipt of the Services and the amount of the Support Fee described

in this Agreement are dependent on the prompt and proper performance of the Customer fulfilling the requirements under Conditions of Service and its obligations under this Agreement. Obligations require that Customer shall:

- a. provide all information or services (including, but not limited to inventory/audits) under Customer's control relevant or pertaining to CI' Services and/or pertaining to the Hardware and software elements of any system with which the Equipment is interfacing so that CI may perform its Services.
- b. ensure that the personnel responsible for carrying out the General Customer Obligations outlined in this Section are suitably qualified, authorized, trained and/or experienced.
- c. maintain a suitable environment for the operation and maintenance of the Equipment (including without limitation power supply, temperature and humidity control) in accordance with normal industry practices, and as set out in the published data sheets, manuals, or other written instructions for the Equipment.
- d. provide CI with all cooperation to facilitate the efficient discharge of CI' Services under this Agreement including, without limitation: i) providing the necessary physical and virtual access to the site(s) and the Equipment; ii) ensuring the site(s) comply with all relevant health and safety codes; and iii) providing, on request, a suitably qualified or informed representative, agent, or employee to accompany CI's personnel and to advise on access or on any other matter within the Customer's knowledge or control which will assist CI in performing the Services under this Agreement.
- e. ensure systems backups (including all programs and data) and Equipment configuration records are kept up to date.
- f. maintain confidentiality of any logon(s) and password(s) required to access Equipment or Services. Access to Tech-Link is only permitted for current Customer employees or contractors. Customer must manage and remove access rights for departing employees (for example by changing passwords) and L3Harris shall not be liable for any loss or damage incurred by Customer due to Customer's failure to comply with this clause.
- g. cooperate with CI and perform all efforts that are necessary to enable CI to provide the Services to Customer.
- h. ensure CI can perform Services in a continuous effort.
- i. waive Services, without reimbursement, for Services when CI does not have access to provide the Services or when CI is unable to provide Services due to Customer's or Third-Party's action or inaction.
- j. provide CI with at least two (2) Points of Contact, as described in Point of Contact Section of this Agreement.
- k. require at least one Point of Contact be available twenty-four (24) hours per day, seven (7) days per week with an escalation procedure to enable Customer's personnel to maintain contact, as needed, with CI.
- l. perform and provide proof of performance of all routine and Preventive Maintenance and updates to software and Hardware as recommended in Equipment manuals unless such Preventive Maintenance is CI' responsibility and falls within the defined Services of this Agreement.
- m. reproduce any copyright notice and/or proprietary notice appearing on and/or in such Software Update, if Customer makes backup copies of any Software Update, and label all copies with all information, including part numbers and revision levels, provided on the original set of media provided by L3Harris.
- n. not to modify, enhance or otherwise alter any Software Update unless specifically authorized in the user documentation provided by L3Harris with such Software Update, or

- o. not, under any circumstances, create or permit the creation of any derivative work from any Software Update or the reverse engineering or replication of any Software Update.
- p. decide whether to install or not install Software Updates, Operating System Patches, and/or VIDA Secure Sentry, as applicable, based on the risks and benefits involved and waive all L3Harris liability for such decision.
- q. comply with the CI schedule for the performance of Services.
- v. Keep Equipment current and compliant with all regulatory agencies' and manufacturers': agreements, manuals, and licenses.

6. SERVICE REQUEST PROCEDURE.

Customer shall:

- a. have personnel with sufficient Equipment related training to be able to i) carry out basic operating system housekeeping, ii) work through complex procedures with remote guidance provided by CI, and iii) carry out procedures as outlined by CI within a reasonable time after such procedures have been received from CI.
- b. provide a mutually agreed form of communications link for remote diagnostics and promptly grant access rights to CI/L3Harris and its subcontractors when required.

7. FEES AND PAYMENT TERMS.

- a. Customer shall pay the Support Fees for Services and the Demand Services Fees for Demand Services.
- b. CI reserves the right to increase the Support Fees as Equipment is added or if Customer requests an increased level of service, or if there is any other variation requested by Customer to this Agreement.
- c. Payment terms shall be net thirty (30) days from the date of invoice. Support Fees will be billed in advance and in accordance with Section III. ("Services").
- d. All fees payable under this Agreement are exclusive of sales, use, value added, goods and services taxes, or any customs, import or export duties, and should any such fees arise, these shall be payable by Customer. Where appropriate, such taxes will be added to the invoice, billed as a separate item, to the extent possible, and paid by Customer unless Customer provides CI with evidence of payment or certificate of exemption.
- e. To the fullest extent permissible by law, Customer waives its right of set-off. No payment is considered received until CI has received cleared funds.

8. TERM AND TERMINATION.

- a. The Term of this Agreement shall begin on the Commencement Date and shall continue through the Expiration Date as indicated in this Agreement.
- b. In the event of: i) Customer's material breach because Customer fails to make any payment within thirty (30) days of the date of invoice, or ii) any other material breach of this Agreement by Customer which shall continue for thirty (30) or more days after Notice of such to Customer, CI shall be entitled to avail itself cumulatively of any and all remedies available at law or in equity; and either: i) suspend performance of its obligations under this Agreement for as long as the breach remains uncorrected; or ii) terminate this Agreement by written Notice to Customer if the breach remains uncorrected.

- c. In the event of a material breach of this Agreement by CI, Customer shall provide CI with a reasonably detailed Notice of the breach. CI will have thirty (30) days to provide a written plan to cure the default and begin implementing the cure plan immediately after the plan is

approved by Customer. Customer shall not unreasonably disapprove of such cure plan. If CI does not satisfy the requirements of this clause, Customer may terminate this Agreement effective upon giving a thirty (30) days' written Notice of termination.

- d. CI shall have the right to terminate this Agreement at any time by providing Customer thirty (30) days' Notice.
- e. Any termination of this Agreement will not relieve either Party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to CI will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, CI will have no further obligation to provide Services.

9. SOFTWARE AND INTELLECTUAL PROPERTY RIGHTS.

- a. All patents, trademarks, service marks, or business names, registered designs, copyrights, design rights, utility models, topography rights, applications to register any of the aforementioned rights, trade secrets, specifications, drawings, technical information, know-how and rights of confidence and any other intellectual or industrial property rights of any nature whatsoever in any part of the world ("IPR") arising under this Agreement, except to the extent that they comprise or incorporate IPR supplied by Customer, shall, as between the Parties, vest in and be owned by L3Harris absolutely and Customer shall acquire no right, title, or interest therein.
- b. Any computer program, firmware, or other software forming part of the Equipment or supplied by L3Harris to Customer pursuant to this Agreement shall remain the exclusive property of L3Harris (or its licensee) and such software shall, unless otherwise agreed in writing, be licensed to Customer under the license terms applicable to the Equipment, software, or systems to which they relate.
- c. Unless otherwise indicated, information provided to Customer via Tech-Link is copyrighted by and proprietary to L3Harris and may not be copied, reproduced, transmitted, displayed, performed, distributed, sublicensed, altered, stored for subsequent use, or otherwise used in whole or in part in any manner without L3Harris' prior written consent.
- d. NOTHING IN THIS AGREEMENT OR OTHERWISE REQUIRES L3HARRIS EITHER TO DESIGN SOFTWARE UPDATES THAT REMAIN COMPATIBLE WITH DESIGNATED SYSTEMS OR TO PROVIDE ADDITIONAL PLATFORM COMPONENTS, UPGRADES AND UPDATES FOR THE OPERATION OF SOFTWARE UPDATES, AND CUSTOMER WAIVES ANY SUCH DUTY OR OBLIGATION BY L3HARRIS. L3HARRIS SHALL HAVE THE RIGHT TO DISCONTINUE PROVIDING, AT ANY TIME IN L3HARRIS' DISCRETION, SERVICES IN SUPPORT OF ANY SOFTWARE, OR SOFTWARE UPDATES. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT
- e. All Software Updates and Security Updates shall be made available to Customer Point of Contact. In addition, each Software Update shall contain at least one (1) set of Software Release Notes. In the event any software media incurs damage while being made available from L3Harris to Customer Point of Contact, then L3Harris shall provide replacements to Customer at no additional charge.
- f. Customer agrees that if it makes any backup copies of any Software Update supplied by L3Harris, Customer will reproduce any copyright notice and/or proprietary notice appearing on and/or in such Software Update and will label all copies with all information, including part numbers and revision levels, provided on the original set of media provided by L3Harris. Nothing herein grants Customer any right to sublicense any software included in a Designated System or to distribute copies to any other person or entity, and such

sublicensing and distribution is expressly prohibited.

- g. Customer agrees not to modify, enhance or otherwise alter any Software Update 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 Customer create or permit the creation of any derivative work from any Software Update or the reverse engineering or replication of any Software Update.
- h. Third-Party Software and Third-Party Support Agreements (relative to the Third-Party Software) will be supported in accordance with the individual manufacturer's provisioning policy. L3Harris will utilize commercially reasonable efforts to assure Third-Party Software and Third-Party Support Agreements are available for sale to Customer (at Customer's expense) to support its Services under this Agreement. L3Harris shall not be liable to Customer for Third-Party Software obsolescence or Third-Party Support Agreements unavailability under this Agreement beyond L3Harris' commercially reasonable efforts. At Customer's request, L3Harris shall provide to Customer an estimate of all charges for any required (and if available) Third-Party Support Agreements or Software of any Software that has become obsolete or unavailable.
- i. Nothing herein grants Customer any right to sublicense any software included as part of the Equipment or to distribute copies to any other person or entity, and such sublicensing and distribution is expressly prohibited.

10. FORCE MAJEURE.

CI 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 a Force Majeure Event as defined in this Agreement. In the event such delays or failures interrupt CI' Services to Customer, CI shall promptly notify Customer of the circumstances and the anticipated delay. Subject to CI promptly notifying Customer in writing of the reason for and likely duration of the delay, the performance of CI' obligations, to the extent affected by the delay, shall be suspended during the period that the cause persists provided that CI shall use all reasonable efforts to avoid the effect of that cause provided that if performance is not resumed within ninety (90) days of that Notice the Customer may at any time thereafter, but in any event before resumption of obligations by CI, by Notice terminate the affected portion of this Agreement.

11. INDEPENDENT CONTRACTOR.

Nothing herein contained shall be construed to constitute the Parties hereto as partners or joint ventures or the agent of the other Party in any sense of these terms whatsoever, and no Party may act for or bind another Party in any dealings with a Third-Party.

12. DISPUTES.

The Parties shall attempt to resolve in good faith any disputes arising under or in relation to or in connection with this Agreement or its subject matter. If good faith negotiations between the Parties fail to resolve the dispute, then before issuing court proceedings, the Parties shall give due consideration to the use of mediation or alternative dispute resolution techniques and reference to independent experts.

13. JURISDICTION.

The construction, validity, and performance of this Agreement shall be governed and interpreted

by the laws of the State of Florida, excluding its rules pertaining to conflict of laws. Customer consents to the personal jurisdiction of the state and federal courts within the State of Florida. Venue for any legal proceedings shall be in any state or federal court in the State of Florida, and the Parties waive all objections based on venue or forum non convenienc with respect to this Agreement.

14. WAIVER OF JURY.

By entering into this Agreement, Ci and Customer 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.

15. LIMITATION OF LIABILITY.

- a. Nothing in this Agreement shall limit CI' or its suppliers, agents, subcontractors, representatives' liability for personal injury or death caused by its negligence.
- b. CI' liability to Customer 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 Customer to L3Harris for the applicable 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. The liability of CI shall be cumulative and not perincident.
- c. Subject to the exceptions set forth in this Section, in no event shall CI, L3Harris or its suppliers, agents, subcontractors, representatives 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.

16. MERGER/ENTIRE AGREEMENT.

This Agreement is the complete agreement between the Parties concerning the subject matter of this Agreement and replaces any prior implied, oral, or written communications between the Parties. There are no conditions, understandings, agreements, representations or warranties expressed or implied, that are not specified herein.

INDIAN RIVER CNTY EMERGENCY SERVICES

COMMUNICATIONS INTERNATIONAL

By: _____

By:  _____

Name: _____

Name: James M Reed _____

Title: _____

Title: VP of Service _____

Date: _____

Date: 08/18/22 _____

ATTACHMENT A
EQUIPMENT LIST

Part Number	Description	Quantity
SAMD7Y	KIT, NETWORK SENTRY, CONTROL/DATA, WIN10	6
UD-ZM1E	Symphony Console, Premier Win 10	14
NS-PNSF	CERVER Cisco UCS C220 M4	2
VSCR21	FIREWALL, ASA5506-X W/SEC+/ANTCON-25USR	2
CP-SG4H	LICENSE,SW,CP	2
SC-VTXP25-DC	MASTR V IP Simulcast, TX site, Comm Equip	6
SC-MD7B-DC	ASSY,CONTROLLER,SITEPRO,MMEMME W/CABLES DC	2
MASV-700M1	STATION, MASTR V,P25T,700MHZ	60

SITE LOCATIONS

QTY	DESCRIPTION
6	INDIAN RIVER COUNTY P25 SIMULCAST SITES – SOUTH SITE, EGRETS MARSH SITE, HOBART SITE, NORTH SITE, WEST SITE, FIRE STATION 2
3	DISPATH CENTERS – IRC SO, VERO PD, SEB PD
2	VIDA CORES – IRC EOC, IRC SOUTH SITE

ATTACHMENT B
SERVICE DESCRIPTIONS

PREMIUM TECHNICAL SUPPORT (PTS)

1. Service Description. Provides technical assistance to answer questions and help resolve issues. Provides support renewals for Third-Party software licenses as needed to provide the Services, and support renewals for server and networking equipment used in the Designated System.
2. Service Request. Customer's Point of Contact shall follow Section III.7 ("Service Request Procedure"), and specifically call L3Harris' Technical Assistance Center (TAC) at 1-800-528-7711 or email PSPC_TAC@L3Harris.com.
3. Levels of Technical Assistance Support:
 - a. Level 1 First Line Support. Means telephone helpdesk or answer center receiving Customer's inbound Service Requests via phone, web forms, or email. L3Harris' Authorized Dealer's service representatives will log, categorize, prioritize, and route incidents reported by Customers and can implement basic, documented break-fix tasks.
 - b. Level 2 Second Line Support. Means troubleshooting of Service Requests via L3Harris documented processes and workflows and maintaining a Run-Book which is used to record Service Requests, resolutions, and assists in collaborating with any other support or dependency groups in case the incident has linkage to other support personnel or outside vendors.
 - c. Level 3 Third Line Support. Means detailed troubleshooting of Service Requests by L3Harris technical experts who resolve issues that are typically difficult or subtle; participate in management, prioritization, minor enhancements, break fix activities, problem management, stability analysis; subject matter experts in technology platforms. If a fix involves a major enhancement or a development, the problem is transferred to L3Harris engineering. L3Harris engineers may require root or administrator access to the Designated System.
 - d. Level 4 Product and Vendor Support. Means direct support by L3Harris or vendor product architects, engineers, software developers, or hardware designers. The Service Request escalation process may involve product bugs, detailed configuration requirements, or other expert level guidance. Level 4 support is subject to the limitations of Third-Party Support Agreements and as indicated under the General Terms and Conditions section of this Agreement.
4. L3Harris Responsibilities:
 - a. Provide Customer with 24x7x365 Level 2 Line Support through Level 4 Product and Vendor Support for resolving issues with the Equipment.
 - b. Respond to non-Emergency Calls within two (2) hours from the time-of-Service Request
 - c. Respond to Emergency Calls within one (1) hour from the time-of-Service Request.
 - d. Provide Customer with access to Tech-Link.
 - e. Manage Third-Party Equipment and software subscription services and licenses to ensure Customer can receive, as applicable, Security Updates, Operating System Patches, Level 3 Third Line Support, and Level 4 Product and Vendor Support for Third-Party Equipment and its software as included in the Equipment List. Subject to the limitations of Third-Party Support Agreements and as indicated under the General Terms and Conditions section of this Agreement, this includes the purchase of Third-Party software subscription renewals and software licenses when necessary to provide the Services. Additionally, this includes the purchase of support renewals for server and networking equipment used in the Designated System.

- f. Provides new versions of Third-Party software applications as part of Premium Technical Support (PTS) when installation of Software Updates requires a new version of Third-Party software application.
- g. Coordination with On-site support services, as necessary. On-site support services are not included in Premium Technical Support but may be purchased by the Customer as Demand Services.

I. SECURITY UPDATE MANAGEMENT SERVICES (SUMS+) (Infrastructure Only)

- 1. Service Description. Provides periodic Operating System Patches, as available, and as described below to mitigate identified software vulnerabilities.
- 2. Service Request. No Service Request is needed. L3Harris shall notify Customer when Operating System Patches are available. For additional SUMS+ related Services, Customer's Point of Contact may contact TAC by calling 1-800-528-7711.
- 3. L3Harris Responsibilities:
 - a. Provide periodic Operating System Patches, as available, and as described below to mitigate identified software vulnerabilities. Operating System Patches will contain at least one (1) set of Software Release Notes. Operating System Patches will include patches for the Third-Party operating systems used in the Infrastructure.
 - i. Operating System Patches Upon Enrollment. As determined by a system configuration baseline and documentation audit performed by L3Harris, L3Harris shall provide to Customer the Operating System Patches required, if any, to bring the L3Harris Operating System Patches within the Designated System(s) up to L3Harris current levels. This excludes updates to new versions of Third-Party Software Products. New versions of Third-Party Software Products are included as part of PTS Service Description. Customer will be required to have current license, services, and/or support agreement(s) with Third-Party vendor(s) which allow for installation of Operating System Patches within the Designated System. L3Harris shall assist Customer in obtaining necessary Third-Party Support Agreements through PTS. Any additional cost to secure these Third-Party Support Agreements is the sole responsibility of the Customer.
 - ii. Subsequent Operating System Patches. During the Term, L3Harris shall provide Operating System Patches to Customer for Third-Party operating system software included in the Designated System.
 - b. Monitoring. L3Harris uses reasonable efforts to monitor pertinent governmental, vendor, independent sources, and open source information databases to identify vulnerabilities and subsequent resolutions applicable to Third-Party operating systems used by the Designated System(s). L3Harris shall identify and document latest known system vulnerabilities and compliance issues discovered and provide a status and recommendations report via Tech-Link.
 - c. Operating System Patches Pretest. Operating System Patches are tested on dedicated security verification test systems to ensure proper system operation prior to general release.
 - d. Delivery. Operating System Patches shall be provided to the Customer Point of Contact.
 - i. Operating System Patches are electronically distributed to target devices via a client-server application running within the Designated System(s). This application provides the full scheduling capabilities should an application restart or server reboot be necessary to complete the update process.
 - ii. Telephone support is available through TAC, with respect to the installation of Operating System Patches.
 - iii. On-site support for installation is not included in SUMS+ but may be purchased by the Customer. See SUMS+ Installation

4. Limitations. Operating System Patches provided by L3Harris are limited to L3Harris' current and current minus one System Release levels, therefore, Customer may be required to purchase and install, at Customer's expense, additional or upgraded Hardware or software in order to take full advantage of Operating System Patches. NOTHING IN THIS AGREEMENT OR OTHERWISE REQUIRES L3HARRIS TO PROVIDE OPERATING SYSTEM PATCHES THAT REMAIN COMPATIBLE WITH DESIGNATED SYSTEM HARDWARE OR TO PROVIDE ADDITIONAL HARDWARE UNDER THIS AGREEMENT.
5. Customer Delegation. Customer hereby delegates, grants, and assigns to L3Harris, acting as the Customer's agent, all approval rights relating to the selection of Operating System Patches. All approvals given to Third-Party vendors by L3Harris shall be deemed as being granted by the Customer.

II. SOFTWARE MANAGED SERVICES (SMS)

1. Service Description. Provides periodic Software Updates to L3Harris Licensed Programs.
2. Service Request. No Service Request is needed. L3Harris shall notify Customer when SMS are available. For additional SMS related Services, Customer's Point of Contact may contact TAC by calling 1-800-528-7711.
3. L3Harris Responsibilities:
 - a. Deliver Software Updates electronically to Customer's Point of Contact and make available for download by Customer unless Customer requests and it is mutually agreed to provide the Software Update in another format. Hardware purchases or upgrades, at Customer's expense, may be necessary for Customer to fully implement the Software Updates.
 - b. Provide at least one (1) set of Software Release Notes.
 - c. Provide replacements to Customer at no additional charge, for any software media that incurs damage during shipment.
 - d. Make available system level release documentation, prior to the general release of a major System Release by L3Harris for L3Harris Licensed Programs, announcing the impending release, and detailing its contents and impact, if any, on any other L3Harris Hardware or software components.
4. Compatibility with Hardware. Customer acknowledges that Software Updates may not operate on older hardware. NOTHING IN THIS AGREEMENT OR OTHERWISE REQUIRES L3HARRIS EITHER TO DESIGN UPDATES THAT REMAIN COMPATIBLE WITH DESIGNATED SYSTEM HARDWARE OR TO PROVIDE ADDITIONAL HARDWARE UNDER THIS AGREEMENT.
5. System Configuration Baseline and Documentation Update. As part of the initial enrollment process, L3Harris may deem it necessary to conduct a system audit of the Designated System(s) to be covered under this Agreement. If said audit is required, audit will be conducted and used to verify Customer's first-year SMS fee and to determine the System Release levels for L3 Harris Licensed Programs contained within the Designated System at the time of enrollment, together with any Hardware updates necessary to accommodate Software Updates. Customer may incur additional costs for modifications or updates required to initiate the SMS.
6. Installation Phone Support. Customer may use TAC telephone support with respect to the installation of Software Updates.
7. Tech-Link. Customer, through the Customer Point of Contact, will have access to Tech-Link via a user ID and password authorization to access release documentation and downloadable distribution media.
8. Services Not Included. Unless Obsolescence Protection and/or Planned Network Upgrade, as applicable, are purchased by Customer (See Section II. Services, of this Agreement), Hardware upgrades, are not included within the scope of this Agreement.

- a. If a Software Update requires a corresponding Hardware change, Customer will be required to separately purchase the compatible Hardware to fully install and utilize the Software Update. L3Harris will endeavor to notify Customer in advance of any Hardware changes needed to implement a Software Update, via the system-level release documentation or other reasonable method of communication from L3Harris.
- b. The installation of Software Updates may require a new version of one or more Third-Party software applications which new versions of Third-Party software applications are not included as part of SMS.

POINT OF CONTACT AND NOTICE

NOTICE TO IRC EMER SERVICES:

Name _____
 Title _____

 Address _____
 Address _____

NOTICE TO CUSTOMER:

Name James M. Reed
 Title VP of Service

 Address 4450 US Hwy 1
 Address Vero Beach, FL 32968

IRC EMER SERVICES POC:

Name _____
 Title _____
 Phone _____
 Expertise _____

CUSTOMER POINT OF CONTACT:

Name Jeff Willingham
 Title Branch Manager
 Phone 772-978-4192
 Expertise _____

Name _____
 Title _____
 Phone _____
 Expertise _____

Name _____
 Title _____
 Phone _____
 Expertise _____