



MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, by and between City of Norman Oklahoma & Norman Municipal Authority (hereinafter referred to as "Customer") and Harris Corporation, a Delaware corporation, acting through its Communication Systems Segment (hereinafter referred to as "Harris") together the ("Parties"). The Services shall begin upon _____ ("Commencement Date").

This Agreement consists of (i) this Summary Page, (ii) the Master Services Agreement Terms and Conditions (iii) Definitions (iv) Equipment List and (v) the Statements of Work, which are incorporated herein by reference.

SERVICE DESCRIPTION: The Services will be performed in accordance with and under the specifications of the following SOWs:

SCOPE OF WORK	
DEPOT REPAIR AND RETURN	Applicable
CUSTOMER'S LOCATION REPAIR AND MANAGEMENT	Applicable
24X7X365, 60 MINUTE INFRASTRUCTURE CALL BACK RESPONSE WITH ONE (1) HOUR ON-SITE RESPONSE, AND ESCALATION PLAN	Applicable
PREVENTIVE MAINTENANCE ON HARRIS INFRASTRUCTURE	Applicable
TECHNICAL ASSISTANCE CENTER (TAC) SUPPORT	Applicable
SOFTWARE FX WITH SUMS INFRASTRUCTURE INSTALLATION	Applicable
NOC NETWORK MONITORING AND DISPATCH	Available Option (Pricing Provided)
SHELTER AND HVAC; Preventive and Corrective Maintenance	Available Option (Pricing Provided)
TOWERS	Available Option (Pricing Provided)
GENERATORS AT RF SITES	Available Option (Pricing Provided)
GROUND TEST AT RF SITES; For years 5, 10, and 15	Available Option (Pricing Provided)
PORTABLE RADIO BATTERY REPLACEMENT PROGRAM	Available Option (Pricing Provided)
DC POWER BATTERY REPLACEMENT: at year 10	Available Option (Pricing Provided)



MASTER SERVICES AGREEMENT

SERVICE RATES:

Maintenance - Infrastructure Years 1 - 5		
Corrective Maintenance		\$ 472,159.00
Preventive Maintenance		\$ 115,706.00
Depot Repair and Return		\$ 116,145.00
Maintenance for Additional Channels		\$ 136,759.50
Microwave Equipment Maintenance		\$ 50,240.50
Software FX		\$ 180,772.00
		\$ 1,071,782.00
Maintenance - Infrastructure Years 6 - 10		
Corrective Maintenance		\$ 674,385.00
Preventive Maintenance		\$ 134,135.00
Depot Repair and Return		\$ 165,890.50
Maintenance for Additional Channels		\$ 167,240.00
Microwave Equipment Maintenance		\$ 61,171.00
Hardware Refresh for Software FX		\$ 764,940.00
Software FX		\$ 225,965.00
		\$ 2,193,726.50
Maintenance - Infrastructure Years 11 - 15		
Corrective Maintenance		\$ 781,797.00
Preventive Maintenance		\$ 155,499.00
Depot Repair and Return		\$ 192,312.50
Maintenance for Additional Channels		\$ 174,110.00
Microwave Equipment Maintenance		\$ 66,777.50
Software FX		\$ 225,965.00
		\$ 1,596,461.00
Total Maintenance		\$ 4,861,969.50



MASTER SERVICES AGREEMENT

PAYMENT SCHEDULE

Year	Total
Year 1	\$33,395.00
Year 2	\$250,956.00
Year 3	\$256,603.00
Year 4	\$262,418.00
Year 5	\$268,408.00
Total Years 1-5	\$1,071,782.00
Year 6	\$527,640.00
Year 7	\$533,995.00
Year 8	\$540,540.50
Year 9	\$292,302.00
Year 10	\$299,246.00
Total Years 6-10	\$2,193,726.50
Year 11	\$303,355.00
Year 12	\$310,722.00
Year 13	\$318,310.00
Year 14	\$326,125.00
Year 15	\$337,946.00
Total Years 11-15	\$1,596,461.00
TOTAL	\$4,861,969.50

DEMAND SERVICE RATES:

Demand Services Rate (does not include Material)	Hourly Rate (normal Working Hours):	Hourly Rate (overtime, weeknights, holidays, weekends):
Field Service Technician*	\$128.00	\$192.00

Escalation @.03 percent per year.

OTHER SERVICES. Demand Services provided by subcontractors, or third party vendors will be provided to the Customer at time and material plus 35%.

[Signature Page Follows]



MASTER SERVICES AGREEMENT

THUS this Agreement has been executed by Customer and Harris as of the dates below.

Authorized Customer Signature

Authorized Harris Signature

Name

Name

Title

Senior Manager, Contracts
Title

Date:

February 28, 2017
Date:

1. DEFINITIONS.

Definitions are those set out in the Definitions attached to this Agreement.

2. SCOPE.

This Agreement describes the terms and conditions for (a.) purchases by Customer of Services and (b.) delivery by Harris of the Services to Customer or otherwise delivered by Harris to Customer. Harris 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 Customer's request, Harris may also provide Demand Services at Harris' 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, Customer shall provide Harris with an Equipment serial number list of all Equipment to be covered under this Agreement. (c.) Customer must promptly notify Harris of any Equipment failure or when any Equipment is lost, damaged, stolen or taken out of service. (d.) If Customer 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.) Customer is solely responsible for obtaining and complying with any necessary permits and licenses from the Federal Communications Commission, or any other Federal, State, tribal or 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.) Customer 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 Harris in advance to allow technicians prompt access to any Equipment requiring service that may be located in a secured or limited access area under Customer's control. (c.) Customer agrees to provide



MASTER SERVICES AGREEMENT

Harris an appropriate work environment and suitable access, working space including heat, light ventilation, electric current and outlets, and local wireless and telephone access for the use of Harris' service personnel in the Equipment's physical location. **(d.)** Customer shall be billed at Demand Services rates for time lost or changes due to any delay caused by Customer 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.)** Harris may at any time hereafter revise the rates set forth in this Agreement by giving Customer 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 Customer or Customer 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 Customer fails to make any overdue payments due to Harris under this Agreement within fifteen (15) days after receipt of Notice from Harris, Harris may at its option immediately thereafter terminate this Agreement. In the event of any other default under this Agreement, either Customer or Harris 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.)** Harris shall have the right to terminate this Agreement at any time by providing Customer thirty (30) day Notice. **(d.)** If Harris 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 Customer 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 Customer 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, 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. Harris 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 product or causes beyond Harris' control or failure of Customer to perform Customer'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 WORKMANLIKE MANNER. EXCEPT AS SPECIFIED IN THIS SECTION, HARRIS HEREBY DISCLAIMS AND CUSTOMER 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



MASTER SERVICES AGREEMENT

WARRANTY CANNOT BE DISCLAIMED, SUCH WARRANTY IS LIMITED IN DURATION TO THE APPLICABLE EXPRESS WARRANTY PERIOD. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY SHALL BE, AT HARRIS' 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 HARRIS BY CUSTOMER FOR SUCH NON-CONFORMING SERVICES.

9. LIMITATION OF LIABILITY.

NOTHING IN THIS AGREEMENT SHALL LIMIT HARRIS' OR ITS SUPPLIERS' LIABILITY FOR (1) PERSONAL INJURY OR DEATH CAUSED BY ITS NEGLIGENCE; OR (2) HARRIS' 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 CUSTOMER TO HARRIS 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 CUSTOMER TO HARRIS PURSUANT TO THE RELEVANT SOW DURING THE SIX (6) MONTHS PRECEDING THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH LIABILITY. THE LIABILITY OF HARRIS 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 CUSTOMER 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 Harris unless reduced to a writing signed by an authorized representative of Harris 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 Harris such as motor ignition and other electrical noises, and interference from other users assigned to the same or adjacent frequencies. Harris 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 Customer's expense) of corrective devices adapted for particular locations and installations. Harris will make recommendations as to the use of such devices; however, total freedom from noise and interference cannot be guaranteed. In the event Customer utilizes facilities or services supplied by others such as common carrier services or shared services, Harris shall have no responsibility for the availability or adequacy of any such facilities or services

11. INSURANCE.

Harris 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 Customer'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. Harris 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, Customer shall be responsible for the purchase of Spare Parts. Harris will assist Customer in determining the inventory of spares. Customer will



MASTER SERVICES AGREEMENT

order Equipment spares in the same manner in which Customer orders other Equipment. **(b.)** Harris will generally support provisioning of its Equipment for a period of five (5) years after final production. Harris 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. Harris will utilize commercially reasonable efforts to assure Third Party spare parts and equipment availability to support its Services under this Agreement. Harris shall not be liable to Customer for Third Party spare part and equipment obsolescence or unavailability under this Agreement beyond its commercially reasonable efforts.

13. GENERAL.

(a.) Harris 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 Harris' 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 Harris 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 Commonwealth of Virginia. Venue for any legal proceedings shall be in any state or federal court in the Commonwealth of Virginia. 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.)** Harris 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 Harris Equipment by third parties not authorized by Harris to perform such work. In the event such delays or failures interrupt Harris' Services to Customer, Harris shall promptly notify Customer 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.)** Harris may subcontract service work. Should any subcontractor fail to perform or their work otherwise proves unsatisfactory, Harris will arrange for continuing Services of the Equipment by qualified technicians for the duration of this Agreement. Harris shall be liable to Customer for any direct costs, including the cost of obtaining alternate Services if necessary, incurred by Customer 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 in 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, Harris 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; Harris shall provide Customer with Notice of any such assignment. Harris' assignment of monies due or payable under this Agreement will not relieve Harris of any obligations or responsibilities to Customer hereunder.

14. 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, except as agreed between the parties in this Agreement. There are no conditions, understandings, agreements, representations, or warranties expressed or implied, that are not specified herein.

15. NON APPROPRIATION OF FUNDING.

In the event Customer fails to appropriate sufficient funds to carry out Customer's obligations hereunder, Customer or Harris may terminate this Agreement. Customer shall provide written notice immediately upon knowledge of non-appropriation of funding. The termination shall be effective the date funds are no longer available or ninety (90) days after written notice is provided by Customer, whichever is later. Customer shall



MASTER SERVICES AGREEMENT

pay Harris for all work performed by Harris prior to the date Harris receives the notice of termination under this Section.

16. NOTICES:

Customer Address for Notices	
Harris Address for Notices	

[End of Page]



MASTER SERVICES AGREEMENT

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 Harris' current rates.

DESIGNATED SYSTEM(S). Means the Harris system(s) purchased by Customer 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-HARRIS SOFTWARE. Means software whose copyright is owned by a party other than Harris or its affiliated companies, including but not limited to the anti-virus updates, operating system patches, and signature files.

OTHER SERVICES. Means Demand Services as requested by Customer that entail subcontractors, Third Parties, or non-Harris services on a time and material basis plus 35%.

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 Harris, 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-Harris software patches and/or a work-around.

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

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

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



MASTER SERVICES AGREEMENT

SOFTWARE UPDATES. Means all Harris provided Software Updates to either Harris 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 Harris.

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

TECH-LINK. Means Harris' 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 Harris that provides products or services to Customer, whether managed by or processed through Harris.

WORKING HOURS. Working Hours 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.



MASTER SERVICES AGREEMENT

EQUIPMENT LIST COVERED ITEMS

This Equipment List includes the items to be covered by the applicable SOW which is attached to the Agreement. If Customer 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.

HARRIS EQUIPMENT

Rates are based upon the following Equipment:

QTY	DESCRIPTION
6	SITES WITH 10 CHANNELS EACH.
2	Geo-Separated HIGH AVAILABILITY(DUAL) NSC
3	THREE GATEWAYS WITH A TOTAL OF 35 TALKPATHS
18	SYMPHONY CONSOLES
	A SIMULCAST OR TRUNKED RF SITE CONSISTS OF DUPLEXER, COMBINER, MULTICOUPLER, CHANNELS, IP CHANNEL ROUTERS WITH INTERFACE CARDS, NETWORK SENTRY AND UAC. MAY ALSO INCLUDE A MME IF INITIALLY PURCHASED.
	A DISPATCH SITE CONSISTS OF ONLY IP CONSOLES, IP CONSOLE SWITCHES AND IP CONSOLE ROUTERS, WITH THEIR INTERNAL INTERFACE CARDS AND POWER SUPPLIES .
	A NSC SITE CONSISTS OF ONLY PREMIER NSC IP SERVER, STORAGE ARRAY, IP ROUTER, BACKUP DEVICE, FIREWALL, FAULT MANAGEMENT DATA COLLECTION DEVICE, AND NETWORK MANAGEMENT PC INTERFACE.

Applicable SOWs for the specific Harris Equipment listed are identified as follows:

SCOPE OF WORK	
DEPOT REPAIR AND RETURN	Applicable
CUSTOMER'S LOCATION REPAIR AND MANAGEMENT	Applicable
24X7X365, 60 MINUTE INFRASTRUCTURE CALL BACK RESPONSE WITH ONE (1) HOUR ON-SITE RESPONSE, AND ESCALATION PLAN	Applicable
PREVENTIVE MAINTENANCE ON HARRIS INFRASTRUCTURE	Applicable
TECHNICAL ASSISTANCE CENTER (TAC) SUPPORT	Applicable
SOFTWARE FX WITH SUMS INFRASTRUCTURE INSTALLATION	Applicable
NOC NETWORK MONITORING AND DISPATCH	Available Option (Pricing Provided)



MASTER SERVICES AGREEMENT

SHELTER AND HVAC; Preventive and Corrective Maintenance	Available Option (Pricing Provided)
TOWERS	Available Option (Pricing Provided)
GENERATORS AT RF SITES	Available Option (Pricing Provided)
GROUND TEST AT RF SITES; For years 5, 10, and 15	Available Option (Pricing Provided)
PORTABLE RADIO BATTERY REPLACEMENT PROGRAM	Available Option (Pricing Provided)
DC POWER BATTERY REPLACEMENT: at year 10	Available Option (Pricing Provided)

NON HARRIS EQUIPMENT

QTY	DESCRIPTION
17	Microwave Radios for 7 hops
8	MPLS Routers for 7 hops

Applicable SOWs for the specific Non Harris Equipment listed are identified as follows:

SCOPE OF WORK	
CUSTOMER'S LOCATION REPAIR AND MANAGEMENT MICROWAVE	Applicable

TERMINAL EQUIPMENT

Rates are based upon the following Equipment:

QTY	DESCRIPTION
46	XG-25P Portable Radios
385	XL-200P Portable Radios
305	XG-25M Mobile Radios
238	XG-75M Mobile Radios
2	XG-100M Mobile Radios
22	Control Stations

Applicable SOWs for the specific Terminal Equipment listed are identified as follows:



MASTER SERVICES AGREEMENT

SCOPE OF WORK	
PREVENTIVE MAINTENANCE ON HARRIS TERMINALS	Available Option (Pricing Provided)
DEPOT REPAIR AND RETURN	Available Option (Pricing Provided)
CUSTOMER'S LOCATION REPAIR AND MANAGEMENT	Available Option (Pricing Provided)

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 Harris perform services on the below listed items and Harris will prepare a Demand Services quote to provide those services.

- Microwave dishes and feedlines
- Logging recorder or derivative equipment
- Civil maintenance on Fences, Landscaping, and Environmental Systems.
- Not active spares equipment. Spare equipment used in active service are covered in the listing of Covered Items.
- Any other existing network or system infrastructure or equipment not provided by Harris.

MASTER SERVICES AGREEMENT

STATEMENT OF WORK (“SOW”)

Depot Repair and Return

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 Harris Responsibilities:

1.1 Provide a Return Material Authorization (“RMA”) within two (2) business days from the date of receipt of Customer’s request.

1.2 Depot Repair and Return receipt and inspection.

1.2.1 Receive failed Equipment from Customer.

1.2.2 Verify against Customer submitted RMA.

1.2.3 Perform an operational check on the failed Equipment to determine the nature of the problem.

1.2.4 Inspect the Equipment for damages to determine the repairs.

1.3 Standard Repair

1.3.1 Schedule the standard repairs to be made to the Equipment.

1.3.2 Make the required repairs and test the functionality of the repaired Equipment.

1.3.3 Package, ship, and return the repaired Equipment to Customer at Harris expense.

1.4 Standard Third-Party Original Equipment Manufacturer (“OEM”) Equipment

1.4.1 Provide proper method for processing RMA against third party Equipment.

1.4.2 Track Equipment sent to the OEM.

1.4.3 Provide status updates to Customer.

1.4.4 Package, ship, and return the repaired Equipment to Customer at Harris expense.

1.5 Non-standard Repair

1.5.1 Harris may determine, in its sole discretion, that the item of Equipment cannot be repaired due to:

1.5.1.1 The unavailability of parts.

1.5.1.2 Extraordinary physical and other damages.

1.5.1.2.1 Equipment misuse, mishandling, improper storage, unauthorized Equipment modifications, detrimental exposure, or involvement in an accident (including without limitation liquid intrusions), Acts of God, including, without limitation, lightning damages.

1.5.1.3 Uneconomical cost to repair Equipment.

1.5.2 If Harris determines, for the reasons set forth above, that the Equipment cannot be repaired, Harris shall either:

1.5.2.1 Determine and provide to Customer an estimate of all additional charges required to perform repairs on the Equipment; or

1.5.2.2 Determine and provide to Customer an estimate of all additional charges for replacement equipment.

1.5.3 If Customer approves the additional charges, the repaired or replacement Equipment

MASTER SERVICES AGREEMENT

shall be shipped to Customer.

- 1.5.4 If Customer disapproves the additional charges, Harris will charge an evaluation fee and return the unrepaired Equipment to Customer.

1.6 Schedule

- 1.6.1 Standard Repairs – The time for completion for standard repairs is approximately ten (10) business days from the date of receipt of the Equipment to the date of shipment of the repaired Equipment to Customer.
- 1.6.2 Non-standard Repairs – Non-standard repairs may take longer than standard repairs. Harris will notify Customer of any repairs that take longer than ten (10) business days.

1.7 Return Shipments

- 1.7.1 Equipment shipments shall occur as the individual RMA Equipment is repaired.
- 1.7.2 Multiple Equipment listed on a single RMA shall be shipped together to Customer if complete shipment is specifically requested by Customer.
- 1.7.3 Harris will properly pack outbound shipments and bears the responsibility for damage that occurs prior to delivery to Customer.

1.8 Warranty

- 1.8.1 Harris warrants that Equipment specifically repaired by Harris shall be free from defects in materials and workmanship for a period of ninety (90) days from the date it is shipped back to Customer. If any repaired Equipment fails to meet the foregoing warranties, Harris at its option and expense (including the cost of any associated shipping) will correct the failure by (i) repairing any defective or damaged part or parts thereof, or (ii) replacing the failed Equipment with an equivalent new or refurbished Equipment, or (iii) provide an equitable adjustment. The remedies under this Warranty section are Customer's sole remedies for any breach of warranty claims based upon defects in the equipment, whether the claim is in contract, warranty, tort (including negligence), and strict liability or otherwise, and however instituted. The foregoing warranties are exclusive and in lieu of all other warranties for the repairs, whether oral, written, expressed, implied or statutory. **NO IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY.**

2.0 Customer Responsibilities:

- 2.1 Request RMA using Harris provided process.
- 2.2 Follow the current RMA instructions, which may require Customer to include a copy of the RMA form inside the box, with clearly displayed RMA number on the outside of the box containing the Equipment being returned.
- 2.3 Pack Equipment adequately to prevent damages during transit. Equipment damaged in transit will be returned to Customer un-repaired.
- 2.4 Ship, at Customer's expense, the Equipment listed in the RMA either to Harris' Depot Repair and Return or another mutually agreed facility.
- 2.5 If Customer wants multiple items listed on a single RMA to be returned together, Customer shall request complete shipment.
- 2.6 Approve or disapprove additional charges within five (5) business days.
- 2.7 Pay an evaluation fee if Customer disapproves the additional charges.
- 2.8 Contact Harris and arrange for advanced replacement at additional cost if the schedule is unacceptable.



MASTER SERVICES AGREEMENT

STATEMENT OF WORK ("SOW") Preventive Maintenance on Harris Infrastructure

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 Harris Responsibilities:

- 1.1 At Demand Services rates, inspect and repair substandard equipment before the Services commence.
- 1.2 Perform Preventive Maintenance which provides tests, checks, and alignment on Customer's Equipment to ensure the Equipment meets specifications.
- 1.3 Provide Customer with a Preventive Maintenance Work Hours schedule and approximate Equipment outage times (if any).
- 1.4 Provide Customer a Summary Report.
- 1.5 Provide annual optimization of Equipment to best Harris' practices (Table 1 below) and will evolve by Harris.

2.0 Customer Responsibilities:

- 2.1 Provide a suitable service environment (HVAC, power, illumination, grounding, internet access).
- 2.2 Provide Harris suitable, safe, physical and remote access to Customer sites and equipment to support delivery of Service.
- 2.3 Notify Harris when there is any activity that impacts the system, Equipment, or Services.
- 2.4 Provide the software and interface cables that are shipped to the Customer by Harris Corporate, or allow Harris the time needed to acquire such items to enable Harris to perform the Services on the Equipment.
- 2.5 Provide Harris convenient access to all Equipment, data, and power points.
- 2.6 Provide Equipment collected in one location.
- 2.7 Ensure Harris can perform Services in one continuous effort.
- 2.8 Waive Services and reimbursement for Services when access is not provided to Harris for scheduled Services or Harris is unable to provide Services due to Customer responsibilities.
- 2.9 Pay Demand Services for additional efforts including Equipment removal, Equipment aggregation management, delays in work, software or cable interface acquisition, configuration or software changes, or repairs.
- 2.10 Cooperate with Harris and perform all efforts that are necessary to enable Harris to provide the Services to Customer.

3.0 Additional Conditions Regarding Site Access and Response Times:

- 3.1 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.
- 3.2 Customer 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 Harris in advance to allow technicians prompt access to any Equipment requiring service that may be located in a secured or limited access area under Customer's control.
- 3.3 Customer agrees to provide Harris an appropriate work environment and suitable access, working space including heat, light ventilation, electric current and outlets, and local

MASTER SERVICES AGREEMENT

wireless and telephone access for the use of Harris' service personnel in the Equipment's physical location.

3.4 Customer shall be billed at Demand Services rates for time lost or changes due to any delay caused by Customer in the provision or execution of the Services.

4.0 Included Equipment:

Table 1 below provides Services to be performed as applicable during the Preventive Maintenance on the Equipment listed in the Equipment List.

Table 1 – PREVENTIVE MAINTENANCE TEST and INSPECTION

EQUIPMENT	PREVENTIVE MAINTENANCE TEST and INSPECTION
GENERAL	CHECK RF, DATA AND AUDIO CABLE CONDITION
	CHECK GENERAL ALARM STATUS
	CHECK CONDITION OF PUNCH BLOCKS
	PERFORM A GENERAL TALKGROUP TEST
	PERFORM A MULTISITE TEST IF CONVENIENT
	PERFORM AN INDIVIDUAL CALL TEST IF CONVENIENT
MASTRV BASE STATION	CHECK SIMULCAST TIMING
	CHECK RF POWER BEFORE AND AFTER COMBINER
	CHECK FREQUENCY ACCURACY
	CHECK MODULATION DEVIATION
	CHECK RECEIVER SENSITIVITY
	CHECK COMBINER INSERTION LOSS AND STATION POWER
	VERIFY ALARM FUNCTIONALITY
	CHECK BASIC CALL PROCESSING, EACH CHANNEL
	CHECK BASIC SIMULCAST CALL PROCESSING, EACH CHANNEL
	CLEAN PHYSICAL FILTERS
	INSPECT RF LINES
	INSPECT AUDIO AND DATA CABLES FOR SNUG CONNECTION
	VERIFY CONTROL CHANNEL OPERATION AND ROLLING
PERFORM POWER SUPPLY VOLTAGE CHECKS	
GPS RECEIVERS	VERIFY GPS SYNC
	VERIFY ALARM FUNCTIONALITY
	VERIFY BATTERY FUNCTIONALITY
	CHECK POWER SUPPLY VOLTAGE
NETWORK	CHECK AND VERIFY RNM ALARMS
	INSPECT ETHERNET CABLES
	CHECK MPLS ROUTER VOLTAGE
	CHECK MPLS ROUTER CABLES
	CHECK MPLS ROUTER ALARMS
	CHECK DUAL CPU OPERATION

MASTER SERVICES AGREEMENT

EQUIPMENT	PREVENTIVE MAINTENANCE TEST and INSPECTION
	CHECK SERVERS FOR DUST, CLEAN AND REPLACE FILTER IF NECESSARY
CONSOLES	CHECK CONSOLE LINK TO VNIC CHECK RF, DATA AND AUDIO CABLE CONDITION VERIFY OPERATION OF TOUCH SCREEN MONITOR CHECK AND CLEAN KEYBOARD VERIFY CD DRIVE FUNCTIONAL VERIFY CONSOLE BASIC CALL FUNCTIONALITY CHECK SELECT AND UNSELECT SPEAKER AUDIO OUTPUT FOR
CONSOLE ACCESSORIES	CHECK MICROPHONE, HEADSET JACKS, FOOT SWITCHES FOR CONDITION AND FUNCTIONALITY
PAGING UNIT	CHECK FUNCTIONALITY
CALL DIRECTOR	CHECK FUNCTIONALITY
ISSI	CHECK FUNCTIONALITY CHECK FOR ALARMS
NSS	VERIFY HIGH AVAILABILITY (HA) FUNCTIONALITY CHECK FOR ALARMS CHECK SERVERS FOR DUST, CLEAN AND REPLACE FILTER IF NECESSARY CHECK SERVERS ARE OPERATING SOFTWARE REVISION CHECK BEON FUNCTIONALITY

MASTER SERVICES AGREEMENT

STATEMENT OF WORK (“SOW”) Customer’s Location Repair and Management

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 Harris Responsibilities:

1.1 For Harris Equipment

1.1.1 On-Site Troubleshooting

1.1.1.1 Dispatching Harris personnel to investigate problem at Customer’s location after remote diagnostics are made.

1.1.1.2 Basic on-site response goal is within two (2) business days during Working Hours unless a 24x7x365 Infrastructure Response and Escalation Plan service is purchased separately.

1.1.1.3 Perform pre-diagnostics to confirm malfunction.

1.1.2 Repair or replacement of failed Equipment

1.1.2.1 If repairable, repair and perform testing to verify proper operation.

1.1.2.2 If replaceable, replace with Spare Part and perform testing to verify proper operation.

1.1.3 Shipment of failed Equipment to Harris Depot Repair and Return for repair

1.1.3.1 Obtain a Return Material Authorization (“RMA”) from Harris.

1.1.3.2 Ship (at Harris’ expense) Equipment to Harris Depot Repair and Return.

1.1.3.3 Manage and track repair status through the Depot Repair and Return process.

1.1.3.4 Receive and bench evaluate (where possible) repaired Equipment to meet original Harris specifications.

1.1.4 Return of repaired equipment

1.1.4.1 Return repaired Equipment to original Customer location, install, and perform testing to verify proper operation.

1.1.4.2 If a Spare Part was used, return the repaired Equipment to the Spare Parts inventory.

1.2 For third-party manufactured Equipment

1.2.1 On-Site Troubleshooting

1.2.1.1 Dispatching Harris personnel to investigate problem at Customer’s location after remote diagnostics are made.

1.2.1.2 Basic on-site response goal is within two (2) business days during Working Hours, unless a 24x7x365 Infrastructure Response and Escalation Plan service is purchased separately.

1.2.1.3 Perform pre-diagnostics to confirm malfunction.

1.2.2 Repair or replacement of failed Equipment

1.2.2.1 If repairable, repair and perform testing to verify proper operation.

1.2.2.2 If replaceable, replace with Spare Parts and perform testing to verify proper operation.

1.2.3 Shipment of failed Equipment to Original Equipment Manufacturer (“OEM”) or other third party for repair.

1.2.3.1 Obtain a RMA from the third party repair center.

1.2.3.2 Ship (at Harris’ expense) Equipment to the third party for repair.

1.2.3.3 Manage and track repair status through the third party repair process.

1.2.3.4 Receive and bench evaluate (where possible) repaired Equipment to meet original specifications.

1.2.4 Return of repaired Equipment

MASTER SERVICES AGREEMENT

1.2.4.1 Return repaired Equipment to original Customer location, install, and perform testing to verify proper operation.

1.2.4.2 If a Spare Part was used, return the repaired Equipment to the Spare Parts inventory.

2.0 Other Harris Responsibilities:

2.1 Purchase the replacement of the failed Equipment when not repairable.

2.2 Provide Customer with a Summary Report.

2.3 Provide Customer access to <http://pspc.harris.com/Service/CustomerService.aspx> in order for Customer to submit an RMA request.

2.4 Provide quote to Customer for Demand Services repairs, if applicable.

2.5 Provide for repaired and returned equipment (i) a ninety (90) days warranty, or (ii) the remainder of the original warranty, or (iii) the third party warranty, whichever is greater.

2.6 Trained, experienced, and qualified technicians to provide Services on the Equipment.

2.7 Technicians will be equipped with the required tools, test, network, and computer equipment needed to troubleshoot and repair the Equipment. Test equipment requiring annual calibration will have affixed at all times, calibration stickers showing the expiration date of the calibration or the date next calibration is due.

2.8 Perform recommended preventive maintenance, software and hardware updates.

2.9 Supply sufficient Spare Parts previously purchased in order for Harris to provide Services.

3.0 Customer Responsibilities:

3.1 Provide Harris with a single point of contact for issues to which Harris responds.

3.2 Customer users experiencing an issue will notify Customer's single point of contact for issues. Customer's single point of contact will contact Harris.

3.3 Provide Harris suitable, safe, physical and remote access to Customer sites and equipment to support delivery of service.

3.4 Notify Harris when there is any activity that impacts the system, Equipment, or Services.

3.5 Within five (5) business days from receipt of Demand Services quote, approve additional charges for Demand Services repairs or disapprove Demand Services repairs and pay the evaluation fee of the repair facility used.

3.6 Maintain Spare Parts in an environmentally controlled and easily accessible location.

3.7 Cooperate with Harris to provide the Services described in this SOW.

STATEMENT OF WORK

Priority Technical Assistance Center (P-TAC) Support

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.

Supplemental Glossary of Definitions:

These definitions are in addition to the definitions contained in the Harris Service Terms and Conditions, System Purchase Agreement, or other applicable agreement(s) and are specific to this SOW:

- "Emergency Calls" means calls received for support as a result of the Designated System being partially or completely off the air.
- "Tech-Link" means Harris' secure Web portal containing on-line support tools offered to the Customer as part of this SOW.

1.0 Description of Services:

- 1.1 Priority TAC provides technical telephone support twenty-four (24) hours per day, seven (7) days a week, including holidays via a dedicated telephone number and access to Tech-Link. Knowledgeable and experienced TAC personnel provide support on product operation, programming, maintenance and troubleshooting for Harris fixed site equipment, mobiles, and portables. Priority TAC also guarantees a two (2) hour response time if TAC personnel are not readily available to answer the call and a one (1) hour response time for Emergency Calls.

2.0 Harris Responsibilities:

- 2.1 Provide Customer with twenty-four (24) hours per day - seven (7) days a week - three hundred sixty five (365) days a year technical telephone assistance for resolving problems with their Harris fixed site equipment, mobile and portable terminal equipment. TAC support personnel will endeavor to respond to calls as quickly as they are received; however, if all support personnel are busy, a call back will be made within two (2) hours from the time the first support request was received.
- 2.2 Provide emergency assistance twenty-four (24) hours per day- seven (7) days a week - three hundred sixty five (365) days a year. TAC support personnel will return all Emergency Calls within one (1) hour.
- 2.3 Provide Customer with access to Tech-Link. Tech-Link provides access to various on-line support tools via a secure website; customers will receive a user ID and password allowing them access to the secured website. This secure website gives Customers 24x7x365 access to technical service memos, the technical library, current software release notes, user documentation and answers to frequently asked questions.
- 2.4 If on-site support is required, the TAC personnel will coordinate with the appropriate Harris personnel to provide the needed on-site support at the fees then in effect.

**STATEMENT OF WORK (“SOW”)
Hardware Refresh**

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. Harris Responsibilities:

- 1.1. Harris has included a hardware refresh after year 8 as requested in the RFP section 14.1.1.D, to stay current with the Software FX major system releases. This hardware refresh is for the associated parts listed below and all services required for installation of these components.
- 1.2. Provide for product replacement for the following hardware, as is necessary to support Software FX as specified Norman, Oklahoma’s RFP section 14.1.1 – D.

Part Number	Quantity	Description
NS-PNSD	2	SERVER,PREMIER NSC,VMWARE
MANS-CP9B	3	Netclock,GPS Master Clock
NM-SU3K	1	STORAGE ARRAY NETWORK, NETAPP SAN
VS-CR34	3	ROUTER,2921,AC,L3 SWITCH MDL,NO ENCRYPT
VSCR25	2	FIREWALL, ASA5512-X W/SEC+
VSCR21	2	FIREWALL, ASA5506-X W/SEC+/ANYCON-25USR
VS-CR32	10	ROUTER,1921,AC,NO ENCRYPTION,CISCO
NS-PNSH	1	SERVER,VMT
NM-SU3L	1	STORAGE ARRAY NETWORK NETAPP SAN-HA
VCM1000018505-2	1	PC,QUORUM
SC-MD7B-DC	3	ASSY,CONTROLLER,SITEPRO,MME W/ CABLES DC
VSCR14	7	Router,2921,DC,Security,w/Ether Switch
VS-CU6G	7	MODULE,CISCO EHWIC-4ESG 4-PORT GIG INT
VS-CU7A	6	MODULE,CISCO 1000BT SFP GLC-T
SC-MD7A-DC	7	Network Sentry,IP Simulcast
VSCU3H	8	Switch,Cisco 2960

VSMA6N	5	KIT,MTG HDWR,CISCO 2960 MASTR III/V CAB	
UD-ZN4Z	19	CONSOLE,SYMPHONY,BUNDLE,PREMIER	
MANG-4DVUS	5	Chassis,4-Slot Interoperability Gateway	
MANG-NPS2J	5	Power Supply,AC,4-Slot Gateway Chassis	
MANG-NAA3E	12	Module,DVU,UAC,Interoperability Gateway	

1.3. Provide the following implementation Services during Working Hours:

1.3.1. Review Software FX Software Update, release notes, and system data as needed to discuss with Customer.

1.4. Provide Software FX for Customer to purchase (separate from this SOW), which is required for this Hardware Refresh SOW to be valid.

1.5. Determine when a Software FX Software Update is incapable of successfully operating on existing Customer Equipment listed in 1.2, and when and how Equipment will be modified or replaced.

2. Customer Responsibilities:

2.1. Concurrent enrollment in Harris Software FX for the entire term of this SOW.

2.2. Initiate start of Services and work to a mutually agreeable schedule to perform the SOW.

2.3. Provide Harris with a single point of contact that will coordinate with all impacted agencies for the SOW, will notify Harris when there is any activity that impacts the Equipment or Services, and will arrange for Harris to have suitable, safe, physical and virtual private network access to sites and Equipment to perform the SOW.

2.4. Keep the system current and compliant with all regulatory agency, manufacturer's agreements, manuals, and licenses.

3 Additional Conditions

3.1 Hardware Refresh only includes hardware components needed for Software FX Software Updates within the 10X platform for the Equipment on the Equipment List, and does not include Services for defects not corrected by Software FX, or virus prevention or attacks, or configuration changes not required by the change in Equipment, or improper or custom system configurations, use, hardware, software, or features. Additional hardware, software, permissions, functionality, or services required by this SOW or beyond this SOW will be procured by the Customer.

3.2 Hardware Refresh does not include system expansions, frequency or configuration changes, changes from industry standards or certification bodies (such as P25, LTE, ISO, UL, 3GPP, etc.), or the addition of features or functionality that are not part of the base equipment upgrade as determined and delivered by Harris within the 10X platform. This SOW will automatically terminate if Harris no longer supports the system technology or discontinues the Hardware Refresh program.

3.3 Terminal Services are excluded from the Hardware Refresh SOW.

3.4 Continuous annual payments shall start at System Acceptance and continue without break through the end term, for a minimum of 8 years or annual payments shall be replicated to extend to 8 years. For changes in Equipment or any six month deviation of the System Acceptance date estimated at System Purchase, Customer and Harris shall agree to a price modification, or agree to terminate this SOW, or this SOW shall remain in effect as originally defined. Notwithstanding any other provision, under no circumstances including termination shall any fees paid pursuant to this Agreement be refundable once paid by Customer.

STATEMENT OF WORK (“SOW”)

Software FX with SUMS Infrastructure Installation

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 Harris Responsibilities:

- 1.1 Ensure that Customer’s Equipment continues to function at peak performance by installing the Software Updates.
- 1.2 At Demand Services rates, inspect and repair substandard equipment before the Services commence.
- 1.3 Provide Customer with a Working Hours installation schedule and approximate Equipment outage times (if any).
- 1.4 Provide labor to install Infrastructure Software Updates.
- 1.5 Provide Customer a Summary Report.

2.0 Customer Responsibilities:

- 2.1 Decide whether to install or not install Software Updates based on the risks and benefits involved.
- 2.2 Provide a suitable service environment (HVAC, power, illumination, grounding, internet access).
- 2.3 Provide Harris suitable, safe, physical, and remote access to Customer sites and Equipment to support delivery of Services.
- 2.4 Notify Harris when there is any activity that impacts the system, Equipment, or Services.
- 2.5 Provide the software and interface cables, or allow Harris the time needed to acquire such items to enable Harris to perform the Services on the Equipment.
- 2.6 Provide Harris convenient access to all Equipment, data, and power points.
- 2.7 Provide Equipment collected in one location.
- 2.8 Ensure Harris can perform Services in one continuous effort.
- 2.9 Waive Services and reimbursement for Services when access is not provided to Harris for scheduled Services or the software installation is deemed not necessary by Harris or Harris is unable to provide Services due to Customer responsibilities.
- 2.10 Pay Demand Services for additional efforts including Equipment removal, Equipment aggregation management, delays in work, software or cable interface acquisition, configuration or software changes, or repairs.
- 2.11 Cooperate with Harris and perform all efforts that are necessary to enable Harris to provide the Services to Customer.

3.0 Exclusions:

- 3.1 The initial installation or configuration of any software, or to install 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, are not included in this SOW.
- 3.2 In the event a Software Update released recommends a hardware update, those updates of hardware, software, and services are included in the Software Refresh program. Pricing has been provided for this program.
- 3.3 No Services will be provided on Equipment with no feature improvement.

**STATEMENT OF WORK (“SOW”)
Customer’s Location Repair and Management
Microwave Equipment**

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

1.0 Harris Responsibilities:

1.1 For third-party manufactured Microwave Equipment:

1.1.1 On-Site Troubleshooting:

1.1.1.1 Dispatching Harris personnel to investigate problem at Customer’s location after remote diagnostics are made.

1.1.1.2 Basic on-site response goal is within two (2) business days during Working Hours, unless a 24x7x365 Infrastructure Response and Escalation Plan service is purchased separately.

1.1.1.3 Perform pre-diagnostics to confirm malfunction.

1.1.2 Repair or replacement of failed Equipment:

1.1.2.1 If repairable, repair and perform testing to verify proper operation.

1.1.2.2 If replaceable, replace with Spare Parts and perform testing to verify proper operation.

1.1.3 Shipment of failed Equipment to Original Equipment Manufacturer (“OEM”) or other third party for repair:

1.1.3.1 Obtain a RMA from the third party repair center.

1.1.3.2 Ship (at Harris’ expense) Equipment to the third party for repair.

1.1.3.3 Manage and track repair status through the third party repair process.

1.1.3.4 Receive and bench evaluate (where possible) repaired Equipment to meet original specifications.

1.1.4 Return of repaired Equipment:

1.1.4.1 Return repaired Equipment to original Customer location, install, and perform testing to verify proper operation.

1.1.4.2 If a Spare Part was used, return the repaired Equipment to the Spare Parts inventory.

2.0 Other Harris Responsibilities:

2.1 Purchase the replacement of the failed Equipment when not repairable.

2.2 Provide Customer with a Summary Report.

2.3 Provide Customer access to <http://pspc.harris.com/Service/CustomerService.aspx> in order for Customer to submit an RMA request.

2.4 Provide quote to Customer for Demand Services repairs, if applicable.

2.5 Provide for repaired and returned equipment (i) a ninety (90) days warranty, or (ii) the remainder of the original warranty, or (iii) the third party warranty, whichever is greater.

2.6 Trained, experienced, and qualified technicians to provide Services on the Equipment.

2.7 Technicians will be equipped with the required tools, test, network, and computer equipment needed to troubleshoot and repair the Equipment. Test equipment requiring annual calibration will have affixed at all times, calibration stickers showing the expiration date of the calibration or the date next calibration is due.

2.8 Perform recommended preventive maintenance, software and hardware updates.

2.9 Supply sufficient Spare Parts previously purchased in order for Harris to provide Services.



3.0 Customer Responsibilities:

- 3.1 Provide Harris with a single point of contact for issues to which Harris responds.
- 3.2 Customer users experiencing an issue will notify Customer's single point of contact for issues. Customer's single point of contact will contact Harris.
- 3.3 Provide Harris suitable, safe, physical and remote access to Customer sites and equipment to support delivery of service.
- 3.4 Notify Harris when there is any activity that impacts the system, Equipment, or Services.
- 3.5 Within five (5) business days from receipt of Demand Services quote, approve additional charges for Demand Services repairs or disapprove Demand Services repairs and pay the evaluation fee of the repair facility used.
Maintain Spare Parts in an environmentally controlled and easily accessible location.
- 3.6 Cooperate with Harris to provide the Services described in this SOW.



AGREEMENT

STATEMENT OF WORK ("SOW")

24x7x365, 30 Minute Infrastructure Response, and Escalation Plan

The 24x7x365, 30-minute Infrastructure Response, and Escalation is covered in the initial one-year warranty period as a premium service. Pricing has been provided.

The 24x7x365, 30-minute Infrastructure Response, and Escalation Plan maintenance service is listed as option during the maintenance years beyond the initial warranty period and is not part of the base bid. Pricing for this option has been provided.

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.

4.0 Harris Responsibilities:

- 4.1 Provide 24x7x365 on-call system technicians that are trained, experienced and qualified to provide Services on the Equipment.
- 4.2 Technicians will be equipped with the required tools, test, network, and computer equipment needed to troubleshoot and repair the Equipment. Test equipment requiring annual calibration will have affixed at all times, calibration stickers showing the expiration date of the calibration or the date next calibration is due.
- 4.3 Technicians will have transportation in good working order to reach the required locations.
- 4.4 On-call technician will receive notification of system issues by one of the following: System Notification, Self-Notification, or Customer Notification.
 - 4.4.1 System Notification: Equipment may directly or through an alarm monitoring system determine there is an active alarm that requires immediate attention and notifies a Harris technician. Harris technician will self-dispatch or will notify the on-call technician of the issue. Harris technician will notify Customer's single point of contact of the issue and will advise time of call initiation and estimated next steps to resolution.
 - 4.4.2 Self-Notification: Harris technician aware of an issue through use or other activities related to the Equipment will self-dispatch or will notify the on-call technician of the issue. Harris technician will notify Customer's single point of contact of the issue and will advise time of call initiation and estimated next steps to resolution.
 - 4.4.3 Customer Notification: Customer's single point of contact will contact Harris per the Escalation Plan and Response Matrix.

4.5 This is the Escalation Plan employed by Harris:

4.6 Level 1

When the City experiences a critical backbone systems issue, first point of contact will be:

Call Center Service TBD

The answering service will take Customer's name, number and reason for the call. The answering service will then contact the Harris on-call technician and will escalate until Harris personnel respond back to Customer

The Call Center will contact the on-call technician who has 30 minutes to respond to the City. The on-call tech will start remote troubleshooting or immediately precede to the point of failure depending on the

nature of the problem. The on-call technician has 2 hours to be onsite to start repairs.

If after thirty (30) minutes there has been no response, escalate to Level 2.

4.7 Level 2

At Level 2, the Call Center will escalate to the Harris Regional Service Center Emergency on-call technician:

214-314-5977

If after ten (10) minutes there has been no response, escalate to Level 3.

4.8 Level 3

At Level 3, the Call Center will escalate to Harris PSPC Technical Assistance Center (TAC): Phone (800) 368-3277, Option 3

After normal Working Hours the Call Center will leave a message with an answering service that will contact the on-call TAC Engineer.

If after thirty (30) minutes, there has been no response from TAC, escalate to level 4.

4.9 Level 4

The Call Center will escalate to Harris' Regional Service Manager:

Mr. Jim Nechamkin (214) 663-4325

If after ten (10) minutes there has been no answer or no response to voice mail message, escalate to Level 5.

4.10 Level 5

At Level 5, the Call Center will escalate to Harris Management:

Mr. David Gerhard, (434) 258-2396

4.11 Service information will be collected and reported to Customer. Harris will utilize an electronic service ticket system to collect and report on the following:

- 4.11.1 Unique incident tracking number with date
- 4.11.2 Data pertaining to the current issue including equipment description
- 4.11.3 Assigned technician
- 4.11.4 Service activity
- 4.11.5 History or comparable incidents where applicable to assist with troubleshooting
- 4.11.6 Resolution

Table 1 Response Matrix

SEVERITY LEVEL	TYPE OF EQUIPMENT	RESPONSE TIME
Severity Level 1 (Major Failures)	<ul style="list-style-type: none"> ➤ 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 remotely respond to the problem. Arrive on site within one (2) hours, if necessary.

SEVERITY LEVEL	TYPE OF EQUIPMENT	RESPONSE TIME
Severity Level 2 (Moderate Failures)	<ul style="list-style-type: none"> ➤ Moderate issues that prevent 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 remotely respond to the problem. Arrive on site within four (4) hours, if necessary.
Severity Level 3 (Non-Emergency)	<ul style="list-style-type: none"> ➤ 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, begin to remotely interrogate the problem and arrive on site, if necessary.

5.0 Customer Responsibilities:

- 5.1 Provide Harris with a single point of contact to notify of issues to which Harris responds.
- 5.2 Customer users experiencing an issue will notify Customer's single point of contact for issues. The Customer's single point of contact will contact Harris per the Escalation Plan and Response Matrix.
- 5.3 Provide Harris, safe, physical and remote access to Customer sites and Equipment to support delivery of Services.
- 5.4 Provide the following information when initiating a service request:
 - 5.4.1 Severity Level as per the Response Matrix.
 - 5.4.2 Problem description and site location.
 - 5.4.3 Information regarding Group ID, Unit ID and functionality impacted.
 - 5.4.4 Provide contact information on user reporting issue, location of user reporting issue, and time experienced.
 - 5.4.5 Other pertinent information requested by Harris.
- 5.5 Notify Harris when there is any activity that impacts the system, Equipment or Services.
- 5.6 Cooperate with Harris and perform all efforts that are necessary to enable Harris to provide the Services to Customer.

6.0 Additional Conditions Regarding Site Access and Response Times:

- 6.1 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.
- 6.2 Customer 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 Harris in advance to allow technicians prompt access to any Equipment requiring service that may be located in a secured or limited access area under Customer's control.
- 6.3 Customer agrees to provide Harris an appropriate work environment and suitable access, working



space including heat, light ventilation, electric current and outlets, and local wireless and telephone access for the use of Harris' service personnel in the Equipment's physical location.

Customer shall be billed at Demand Services rates for time lost or changes due to any delay caused by Customer in the provision or execution of the Services

RESPONSIBILITY MATRIX

Warranty & Maintenance High Level Overview

HARRIS INFRASTRUCTURE SYSTEM High Level Overview	Harris Responsible	Customer Responsible
Corrective Maintenance		
Report all issues		X
Allow access to equipment		X
Respond and investigate	X	
Perform corrective maintenance	X	
Provide access to customer owned critical spare		X
Send component in for repair or replace	X	
Receive repaired or replaced component. Place into critical spares inventor	X	
Log issue	X	
Provide monthly issues report	X	
Preventive Maintenance		
Allow access to equipment		X
Conduct PM according to PM schedule	X	
Correct any found issues	X	
Provide PM report	X	
24/7 Emergency Response		
Contact Harris on-call technician		X
Allow access to equipment		X
Perform corrective maintenance	X	
Hardware Refresh – (Year 8)		
Maintain Software FX subscription		X
Provide refresh plan and schedule	X	
Allow access to equipment		X
Conduct hardware refresh per Statement of Work	X	

HARRIS TERMINAL RADIOS	Harris Responsible	Customer Responsible
High Level Overview		
Corrective Maintenance		
Report all issues to Harris		X
Allow access to vehicle for mobile radios		X
Collect portable radios and provide to Harris	X	
Perform first echelon / corrective maintenance	X	
Provide access to customer owned critical spare		X
Replace unit with critical spare unit	X	
Send component in for repair or replace	X	
Receive repaired or replaced component. Place into critical spares inventor	X	
Log issues	X	
Provide monthly issues report	X	
Preventive Maintenance		
Allow access to equipment		X
Conduct PM according to PM schedule	X	
Correct any found issues	X	
Provide PM report	X	

Depot Repair and Return per SOW

Depot Return and Repair Task	Harris Responsible	Customer Responsible
Request RMA using Harris provided process.	X	
Pack Equipment adequately to prevent damages during transit.	X	
Ship the Equipment listed in the RMA either to Harris' Depot Repair and Return or another mutually agreed facility.	X	
If multiple items are listed on a single RMA, Customer shall request complete shipment.	X	
	X	
Provide a Return Material Authorization ("RMA") within two (2) business days from the date of receipt of request.	X	
Receive failed Equipment.	X	
Verify against submitted RMA.	X	
Perform an operational check on the failed Equipment to determine the nature of the problem.	X	
Inspect the Equipment for damages to determine the repairs.	X	
Schedule the standard repairs to be made to the Equipment.	X	
Make the required repairs and test the functionality of the repaired Equipment.	X	
Package, ship, and return the repaired Equipment to Customer at Harris expense.	X	
Standard Third-Party Original Equipment Manufacturer ("OEM") Equipment		
Provide proper method for processing RMA against third party Equipment.	X	
Track Equipment sent to the OEM.	X	
Provide status updates to Customer.	X	
Package, ship, and return the repaired Equipment to Customer at Harris expense.	X	

RESPONSIBILITY MATRIX
Preventive Maintenance on Harris Infrastructure per SOW

Preventive Maintenance Task	Harris Responsible	Customer Responsible
Inspect and repair substandard equipment before the Services commence.	X	
Perform Preventive Maintenance which provides tests, checks, and alignment on Customer's Equipment to ensure the Equipment meets specifications.	X	
Provide Customer with a Preventive Maintenance Work Hours schedule and approximate Equipment outage times (if any).	X	
Provide Customer a Summary Report.	X	
Provide annual optimization of Equipment (in the SOW) to best Harris' practices.	X	
Provide a suitable service environment (HVAC, power, illumination, grounding, internet access).		X
Provide Harris physical and remote access to Customer sites and equipment to support delivery of Service.		X
Notify Harris when there is any activity that impacts the system, Equipment, or Services.		X
Provide the software and interface cables, or allow Harris the time needed to acquire such items to enable Harris to perform the Services on the Equipment.	X	
Provide Harris as requested and convenient access to all Equipment, data, and power points.		X
Provide Equipment collected in one location.		X
Ensure Harris can perform Services in one continuous effort.		X
Waive Services and reimbursement for Services when access is not provided to Harris for scheduled Services or Harris is unable to provide Services due to Customer responsibilities.		X
Pay Demand Services for additional efforts including Equipment removal, Equipment aggregation management, delays in work, software or cable interface acquisition, configuration or software changes, or repairs.		X
Cooperate with Harris and perform all efforts that are necessary to enable Harris to provide the Services to Customer.		X
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 Harris in advance to allow technicians prompt access to any Equipment requiring service		X
Provide Harris an appropriate work environment and access to working space including heat, light ventilation, electric current and outlets, and local wireless and telephone access.		X

RESPONSIBILITY MATRIX
Customer's Location Repair and Management per SOW

Customers Location Repair and Management Task	Harris Responsible	Customer Responsible
Dispatch Harris personnel to investigate problem at Customer's location after remote diagnostics are made.	X	
	X	
Perform pre-diagnostics to confirm malfunction.	X	
Repair or replacement of failed Equipment	X	
If repairable, repair and perform testing to verify proper operation.	X	
If replaceable, replace with Spare Part and perform testing to verify proper operation.	X	
Shipment of failed Equipment to Harris Depot Repair and Return for repair	X	
Obtain a Return Material Authorization ("RMA") from Harris.	X	
Ship (at Harris' expense) Equipment to Harris Depot Repair and Return.	X	
Manage and track repair status through the Depot Repair and Return process.	X	
Receive and bench evaluate (where possible) repaired Equipment to meet original Harris specifications.	X	
Return of repaired equipment	X	
Return repaired Equipment to original Customer location, install, and perform testing to verify proper operation.	X	
If a Spare Part was used, return the repaired Equipment to the Spare Parts inventory.	X	
For third-party manufactured Equipment		
Dispatching Harris personnel to investigate problem at Customer's location after remote diagnostics are made.	X	
	X	
Perform pre-diagnostics to confirm malfunction.	X	
Repair or replacement of failed Equipment	X	
If repairable, repair and perform testing to verify proper operation.	X	
If replaceable, replace with Spare Parts and perform testing to verify proper operation.	X	
Shipment of failed Equipment to Original Equipment Manufacturer ("OEM") or other third party for repair.	X	
Purchase the replacement of the failed Equipment when not repairable.	X	
Provide Customer with a Summary Report.	X	

Provide Customer access to http://pspc.harris.com/Service/CustomerService.aspx in order for Customer to submit an RMA request.	X	
Provide quote to Customer for Demand Services repairs, if applicable.	X	
Provide for repaired and returned equipment (i) a ninety (90) days warranty, or (ii) the remainder of the original warranty, or (iii) the third party warranty, whichever is greater.	X	
Provide trained, experienced, and qualified technicians to provide Services on the Equipment.	X	
Provide technicians with the tools, test, network, and computer equipment needed to troubleshoot and repair the Equipment.	X	
Provide Harris with a single point of contact for issues to which Harris responds.		X
Customer users experiencing an issue will notify Customer's single point of contact for issues. Customer's single point of contact will contact Harris.		X
Provide Harris physical and remote access to Customer sites and equipment to support delivery of service.		X
Notify Harris when there is any activity that impacts the system, Equipment, or Services.		X
Perform recommended preventive maintenance, software and hardware updates.		X
		X
Maintain Spare Parts in an environmentally controlled and easily accessible location.		X
Procure infrastructure Spare Parts in order for Harris to provide Services if not already included in customer owned spare parts. Ensure customer owned spare part is repaired or replaced if utilized for repair.	X	
Cooperate with Harris to provide the Services described in this SOW.		X

RESPONSIBILITY MATRIX
Priority Technical Assistance Center (P-TAC) Support per SOW

Priority Technical Assistance Center Task	Harris Responsible	Customer Responsible
Provide Customer with twenty-four (24) hours per day - seven (7) days a week - three hundred sixty five (365) days a year technical telephone assistance for resolving problems with their Harris fixed site equipment, mobile and portable terminal equipment.	X	
Respond to calls as quickly as they are received, and within two (2) hours from the time the first support request was received.	X	
Provide emergency assistance twenty-four (24) hours per day- seven (7) days a week - three hundred sixty five (365) days a year. Return all Emergency Calls within one (1) hour.	X	
Provide Customer with access to Tech-Link.	X	
If on-site support is required, coordinate with the appropriate Harris personnel to provide the needed on-site support at the fees then in effect.	X	

**RESPONSIBILITY MATRIX
Hardware Refresh per SOW**

Hardware Refresh Task	Harris Responsible	Customer Responsible
Provide for product replacement for the hardware in the SOW, as is necessary.	X	
Provide the following implementation Services during Working Hours: Review Software FX Software Update as needed to discuss with Customer. Provide Software FX for Customer to purchase (separate from this SOW), which is required for this Hardware Refresh SOW to be valid.	X	
Determine when a Software FX Software Update is incapable of successfully operating on existing Customer Equipment and when and how Equipment will be modified or replaced.	X	
Concurrent enrollment in Harris Software FX for the entire term of this SOW.		X
Initiate start of Services and work to a mutually agreeable schedule to perform the SOW.		X
Provide Harris a single point of contact that will coordinate with all impacted agencies for the SOW, and notify Harris when there is activity that impacts the Equipment or Services, and will arrange for Harris to have physical and remote access to sites and Equipment to perform the SOW.		X
Keep the system current and compliant with all regulatory agency, manufacturer's agreements, manuals, and licenses.		X

STATEMENT OF WORK (“SOW”)
Software FX with SUMS Infrastructure Installation per SOW

Software FX and SUMS Installation Task	Harris Responsible	Customer Responsible
Install Software Updates on the customer’s system.	X	
Inspect and repair substandard equipment before the Services commence.	X	
Provide Customer installation schedule and approximate Equipment outage times (if any).	X	
Provide up to 48 hours of labor per year to install Infrastructure Software Updates (one full work day every two months).	X	
Provide Customer a Summary Report.	X	
Make recommendation to customer whether to install or not install Software Updates based on the risks and benefits involved. Install software if customer concurs with recommendation.	X	
Provide a suitable service environment (HVAC, power, illumination, grounding, internet access).		X
Provide Harris physical and remote access to Customer sites and Equipment to support delivery of Services.		X
Notify Harris when there is any activity that impacts the system, Equipment, or Services.		X
Provide the software and interface cables, or allow Harris the time needed to acquire such items to enable Harris to perform the Services on the Equipment.	X	
Provide Harris access to all Equipment, data, and power points.		X
Provide Equipment collected in one location.		X
Ensure Harris can perform Services in one continuous effort.		X
Waive Services and reimbursement for Services when access is not provided to Harris for scheduled Services or the software installation is deemed not necessary by Harris or Harris is unable to provide Services due to Customer responsibilities.		X
Pay Demand Services for additional efforts including Equipment removal, Equipment aggregation management, delays in work, software or cable interface acquisition, configuration or software changes, or repairs.		X
Cooperate with Harris and perform all efforts that are necessary to enable Harris to provide the Services to Customer.		X

RESPONSIBILITY MATRIX
Customer's Location Repair and Management
Microwave Equipment per SOW

Customers Location Repair and Management Microwave Equipment Task	Harris Responsible	Customer Responsible
Dispatch Harris personnel to investigate problem at Customer's location after remote diagnostics are made.	X	
	X	
Perform pre-diagnostics to confirm malfunction.	X	
Repair or replacement of failed Equipment:	X	
If repairable, repair and perform testing to verify proper operation.	X	
If replaceable, replace with Spare Parts and perform testing to verify proper operation.	X	
Shipment of failed Equipment to Original Equipment Manufacturer ("OEM") or other third party for repair:	X	
Obtain a RMA from the third party repair center.	X	
Ship (at Harris' expense) Equipment to the third party for repair.	X	
Manage and track repair status through the third party repair process.	X	
Receive and bench evaluate (where possible) repaired Equipment to meet original specifications.	X	
Return of repaired Equipment:	X	
Return repaired Equipment to original Customer location, install, and perform testing to verify proper operation.	X	
If a Spare Part was used, return the repaired Equipment to the Spare Parts inventory.	X	
Purchase the replacement of the failed Equipment when not repairable.	X	
Provide Customer with a Summary Report.	X	
Provide Customer access to http://pspc.harris.com/Service/CustomerService.aspx in order for Customer to submit an RMA request.	X	
Provide quote to Customer for Demand Services repairs, if applicable.	X	
Provide for repaired and returned equipment (i) a ninety (90) days warranty, or (ii) the remainder of the original warranty, or (iii) the third party warranty, whichever is greater.	X	
Trained, experienced, and qualified technicians to provide Services on the Equipment.	X	
Technicians will be equipped with the required tools, test, network, and computer equipment needed to troubleshoot and repair the Equipment.	X	
Test equipment requiring annual calibration will have affixed at all times, calibration stickers showing the expiration date of the calibration or the date next calibration is due.	X	
Provide Harris with a single point of contact for issues to which Harris responds.		X

Customer users experiencing an issue will notify Customer's single point of contact for issues. Customer's single point of contact will contact Harris.		X
Provide Harris physical and remote access to Customer sites and equipment to support delivery of service.		X
Notify Harris when there is any activity that impacts the system, Equipment, or Services.		X
Perform recommended preventive maintenance, software and hardware updates.	X	
Approve additional charges for Demand Services repairs or pay the evaluation fee of the repair facility used within five (5) business days..	X	
Maintain Spare Parts in an environmentally controlled and easily accessible location.	X	
Supply sufficient Spare Parts in order for Harris to provide Services.		X

2. Preventative Maintenance Schedule

Harris shall perform preventative maintenance ("PM") on all Seller supplied equipment.

Reports will be generated and published to the customer upon completion of each month.

Preventive Maintenance Tasks and Intervals

Fixed Equipment Preventative Maintenance Specific Requirements:

ANNUAL PREVENTATIVE MAINTENANCE SERVICES

- RF Sites
 - Perform tasks and noted in chart above and detailed measurements per below:
 - Transmitter PA Power Output (per channel)
 - Transmitter Power Output through Combiner into Antenna (per channel)
 - TX Antenna system VSWR on a per channel basis
 - Sweep Test and record plots of TX Antenna system – Plots for VSWR, Distance To Fault and Return Loss
 - Transmitter Frequency (per channel)
 - Transmitter Modulation (per channel)
 - Receiver Sensitivity – direct into receiver (per channel)
 - Receiver Sensitivity – through multicoupler (per channel)
 - Calculated Gain (or loss) of multicoupler (per channel)
 - Tower Top Amplifier Tests
 - RX Sensitivity with dummy load instead of antenna
 - RX Sensitivity with antenna connected
 - Calculated differential to determine noise floor value
 - Calculated gain of Tower Top Amplifier operation (test on both A & B amplifiers)
 - Test TTA Switchover operation and validate that both amplifiers in TMA are functional
 - Sweep Tests of Receiver Antenna System
 - Clean and dust all equipment, racks, chassis and surfaces. Check for dirt intrusion into equipment chassis and if found schedule clearance to clean insides of equipment chassis.
 - Visual Site Inspections
 - Report overgrowth of weeds or grass around site location
 - Visual inspection of above grade portions of the grounding system that can be seen. Verify that all connections are still tight, free of corrosion or rust and that no ground wires have been removed or tampered with. Report issues to Seller
 - Visual inspection of equipment shelter or equipment room for intrusion of water, dust, vermin or other items that can impact system operations or technician (or other personnel) safety in the area.

- Visual inspection from the ground, where possible of antennas.

- Dispatch Centers
 - Test control stations used for interoperability
 - Test interoperability gateway operation and levels
 - Test control stations on consoles for radio backup
 - Test console operations,
 - Clean out equipment and dust as needed
 - Verify that all cables are tightly connected and are secured to be out of the way of operators and movement of console furniture if appropriate.